Arch | Insurance

Group Personal Accident and Sickness Insurance
Product Disclosure Statement and
Master Policy Wording

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GROUP PERSONAL ACCIDENT AND SICKNESS INSURANCE PRODUCT DISCLOSURE STATEMENT AND MASTER POLICY WORDING

Thank you for considering this Group Personal Accident and Sickness Insurance Product Disclosure Statement and Master Policy Wording available through Arch Underwriting at Lloyd's (Australia) Pty Ltd ABN: 27 139 250 605 AFSL 426746 (ARCH).

About this Product Disclosure Statement

This Product Disclosure Statement (PDS), which incorporates the policy wording, is an important document that contains details of the POLICY. This document is prepared by ARCH for and with the assistance and consent of the INSURERS who are responsible for it.

This PDS contains important information required under the Corporations Act 2001 (Cth).

It seeks to help YOU to:

- decide whether the insurance cover will meet YOUR needs; and
- compare it with other products YOU may be considering.

YOU should read it carefully before making a decision to purchase an insurance product. YOU will also need to read the policy wording for the relevant product YOU are considering to ensure YOU have a full understanding of the terms and conditions (including the limits and exclusions) of the insurance policy.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account YOUR objectives, financial situation or needs.

The date prepared for the PDS is 01 August 2019.

About the Insurers

The INSURERS of this product are certain underwriters at Lloyd's Syndicate 2012, of whose definitive numbers and the proportions underwritten by them, will be supplied on application. In consideration of the premium specified in the SCHEDULE, the said UNDERWRITERS are hereby bound, severally and not jointly, each for his own part and not one for another, their executors and administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

About Arch Underwriting at Lloyd's (Australia) Pty Ltd

ARCH is an Australian Financial Services Licensee authorised to deal in and provide general advice on general insurance products. ARCH has been authorised by the INSURERS to act on their behalf to deal in and provide general advice and handle and settle claims in relation to this insurance.

ARCH has a binding authority which means it can enter into, vary or cancel this insurance and handle and settle claims without reference to the INSURERS provided it acts within the binding authority. When providing these services, ARCH acts for the INSURERS and does not act on YOUR behalf.

ARCH can be contacted as follows:

Suites 4.01 & 4.02, Level 4
68 York Street, Sydney, NSW, 2000
Telephone: (02) 8284 8400

Some Words Have Special Meaning

Certain words used in the POLICY have special meanings. The "Definitions" section of this document on page 12 contains such terms. In some cases, certain words may be given a special meaning in a particular section of the POLICY when used or in the other documents making up the POLICY.

Headings are provided for reference only and do not form part of the POLICY for interpretation purposes.

Summary of Insurance

This insurance is designed to provide the COVERED PERSON or the COVERED PERSON'S executors or administrators with:

- lump sum payments; and/or
- loss of income BENEFITS; and
- other additional BENEFITS,

if the COVERED PERSON suffers a defined:

- BODILY INJURY; or
- SICKNESS,

during the COVERED PERSON'S OPERATIVE PERIOD OF COVER and within the GEOGRAPHIC LIMITS and this results in a specified COVERED EVENT within 12 months of the date on which the BODILY INJURY or SICKNESS first occurs/first manifests itself (as relevant).

Please note that WE will not provide cover or pay for a loss 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) or any applicable legislation (whether in Australia or not).

WE will provide cover for those Sections and COVERED EVENTS of the POLICY for which a SUM INSURED is specified shown in the SCHEDULE as being covered for the relevant INSURANCE PERIOD.

WE will not pay more than the AGGREGATE LIMIT of LIABILITY or NON SCHEDULED FLIGHT AGGREGATE LIMIT OF LIABILITY (as applicable) to a COVERED PERSON for any one and all claims combined under this insurance.

No benefit is payable for and during the EXCESS PERIOD in relation to BENEFITS under Section 2.

WE do not cover any PRE-EXISTING CONDITIONS as defined unless specifically agreed to by US.

Please note that this is a limited summary of some aspects of the insurance only and does not form part of the terms of the insurance. The cover noted is subject to terms, conditions, exclusions and limitations that are not listed in the summary.

How Benefits Are Provided Under This Insurance

The benefit of the cover under this insurance is extended to persons who meet the specified eligibility criteria (see the definition of the 'COVERED PERSON' in the "Definitions" section).

If any COVERED PERSON suffers a loss of the type described in this document, they have a right to recover the amount of their loss from US in accordance with this POLICY solely by operation of section 48 of the Insurance Contracts Act 1984 (Cth). They can make a claim for the benefits detailed in this document but do not enter into any agreement with US and are not charged by US for the right to make a claim for those benefits.

COVERED PERSONS have no right to cancel or vary the POLICY or its cover – only the POLICY HOLDER (as the contracting insured) and WE can do this. If WE cancel or vary the POLICY or its cover, WE do not need to obtain a COVERED PERSON'S consent to do so.

WE also do not 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 POLICY HOLDER which is the only party WE have contractual obligations to under the POLICY.

COVERED PERSONS are not obliged to accept any of the benefits of this insurance, but if they wish to make a claim under the POLICY then they will have the same obligations to US as the COVERED PERSONS would have if they were the POLICY HOLDER by reason of the Insurance Contracts Act. WE will have the same rights against the COVERED PERSONS as it would have against the POLICY HOLDER.

The insurance cover is subject to the terms, conditions, limitations and exclusions set out in this POLICY.

Therefore the COVERED PERSONS should read this document carefully and keep it in a safe place. Please keep detailed particulars and proof of any loss the COVERED PERSON suffers and proof of the COVERED PERSON'S eligibility for this insurance.

Neither WE nor the POLICY HOLDER hold anything on trust for, or for the benefit or on behalf of, COVERED PERSONS under this insurance arrangement. The POLICY HOLDER does not:

act on OUR behalf or a COVERED PERSON in relation to the insurance;

have any authorisation to provide any financial product advice, recommendations or opinions about the insurance; and

receive any remuneration or benefits from US.

Any person who may be eligible 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 or the POLICY HOLDER that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

To confirm access to the benefits and currency of the POLICY contact the POLICY HOLDER in writing or by phone.

When Does a COVERED PERSON'S Access to BENEFITS under the POLICY Begin and End?

A COVERED PERSON may only make a claim for benefits for which cover is available in accordance with the POLICY terms and conditions, limitations and exclusions.

1. A COVERED PERSON'S OPERATIVE PERIOD OF COVER begins at the EFFECTIVE DATE OF COVER.
2. A COVERED PERSON'S OPERATIVE PERIOD OF COVER ends on the earlier of:
   - the time they cease to be a COVERED PERSON;
   - the date and at the time shown on the SCHEDULE as the end of the INSURANCE PERIOD;
   - the time the POLICY HOLDER requests that such COVERED PERSON no longer has access to benefits as a COVERED PERSON;
   - the date the POLICY is cancelled by the POLICY HOLDER or US; and
   - the 3rd (third) business day after the day on which WE advised the POLICY HOLDER in writing that the COVERED PERSON is no longer eligible to access the benefits or such later time as WE may specify in the notice.

WE are not obliged to notify a COVERED PERSON of termination of the POLICY.

OUR Agreement with the POLICY HOLDER

Where WE agree to enter into a POLICY with YOU it is a contract of insurance between US and YOU (see the definition of "YOU" for details of who is covered by this term). The contract is based upon the information YOU gave US when YOU applied for the insurance, and any subsequent information which YOU have supplied.

WE will provide cover for COVERED EVENTS for which a SUM INSURED is specified in the SCHEDULE or for those BENEFITS contained within the POLICY that are automatically provided for COVERED PERSONS for the relevant INSURANCE PERIOD.

YOU must pay the premium, including government taxes and charges, for the relevant INSURANCE PERIOD and comply with all the POLICY terms and conditions.

Where WE agree to issue a POLICY, the POLICY consists of:

1. This document which sets out information on the insurance and the standard terms and conditions (including any limits and exclusions) that apply.

   WE may need to update this document from time to time if certain changes occur where required and permitted by law. WE will issue YOU 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 YOU with notice of this information in other forms or keep an internal record of such changes. YOU can get a paper copy free of charge by contacting US at:

Suites 4.01 & 4.02, Level 4
68 York Street Sydney, NSW, 2000
Telephone: (02) 8284 8400

2. YOUR relevant SCHEDULE issued by US.

   The SCHEDULE is a separate document WE issue when the POLICY is entered into, which shows the insurance details relevant to YOU. It may include additional terms and conditions (including any limits and exclusions) relevant to YOU that amend the standard terms of this document.

   WE will provide cover for COVERED EVENTS for which a SUM INSURED is specified on the SCHEDULE, or for those BENEFITS contained within the POLICY that are provided for COVERED PERSONS.

   When YOUR POLICY is changed or renewed, WE will give YOU a new SCHEDULE.

3. Any other change to the terms of YOUR POLICY otherwise advised by US in writing (such as an endorsement or Supplementary PDS).

   These written changes may vary or modify the above documents.

   These are all important documents and should be carefully read together and kept in a safe place for future reference.

   When YOU enter into the POLICY YOU confirm and warrant that YOU have read or will read the POLICY documents before the end of the cooling off period the POLICY documents provided to YOU.

When Does the POLICY Begin and End?

The POLICY:

- is entered into with the POLICY HOLDER and begins on the date and at the time shown on the SCHEDULE as the commencement of the INSURANCE PERIOD, subject to payment of applicable premium; and
- continues for the INSURANCE PERIOD or until the POLICY ends according with the POLICY terms or law (whichever occurs first).

Cooling off and Cancellation Rights

YOU can exercise YOUR cooling off rights and cancel the POLICY by contacting US on (02) 8284 8400 or by writing to US at Level 4, 68 York Street, Sydney, NSW, 2000 within fourteen (14) days of the date YOU purchased the POLICY and receive a refund of the premium paid, provided YOU have not exercised any right or power under the POLICY (e.g., made any claim) and these rights and powers have not ended.

WE may deduct any reasonable administrative and transaction costs incurred by US that are reasonably related to the acquisition and termination of the POLICY and any government taxes or duties WE cannot recover, from YOUR refund amount.

After the cooling off period has ended, YOU still have cancellation rights, however WE may deduct a pro rata proportion of the premium for time on risk, plus any reasonable administrative costs and any government taxes or duties WE cannot recover (refer to "General Conditions Applicable to the POLICY" on page 29 for full details).

The Obligation to Comply with the POLICY Terms and Conditions

The POLICY HOLDER and the COVERED PERSONS are required to comply with the terms and conditions of the POLICY. Please remember that if they do not comply with any term or condition, WE may (to the extent permitted by law) decline or reduce any claim payment and/or cancel YOUR POLICY.

If more than one person is insured under the POLICY, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the POLICY.

How WE Calculate YOUR Premium

The amount of YOUR premium is determined by taking a number of different matters into account. YOU can seek a quote at any time.

It is important for YOU to know in particular that the premium varies depending on the information WE receive from YOU about the risk to be covered by US. The higher the risk is (e.g., high claims experience), the higher the premium will be. Based on OUR experience and expertise as an insurer, WE decide what factors increase OUR risk and how they should impact on the premium.

WE calculate YOUR premium on the basis of information that WE receive from YOU when YOU apply for insurance.

Some factors impacting premiums include:

- YOUR nominated AGGREGATE LIMIT OF LIABILITY and SUM INSURED;
- the nature of YOUR business;
- YOUR prior claims experience;
- number of COVERED PERSONS; and
- the benefits requested by YOU.

YOUR premium also includes amounts that take into account OUR obligations concerning any relevant compulsory government charges, taxes or levies (e.g., Stamp Duty, GST, Emergency and Fire Services Levy) in relation to YOUR POLICY. These amounts will be set out separately in YOUR SCHEDULE as part of the total premium payable.

In some cases WE are required to pay an estimated amount based on criteria set by the Government. The amount applied by US for this in the premium may result in US over or under recovering in any particular year but WE will not adjust YOUR premium because of this. YOU can ask US for more details if YOU wish.

When YOU apply for this insurance, YOU will be advised by US or YOUR intermediary of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the SCHEDULE, which will be sent to YOU after the entry into the POLICY. If YOU fail to pay WE may reduce any claim payment by the amount of premium owing and/or cancel the POLICY.

Renewal Procedure

Before YOUR POLICY expires WE will advise YOU via YOUR intermediary whether WE intend to offer renewal and if so on what terms.

This document also applies for any offer of renewal WE may make, unless WE tell YOU otherwise.

It is important that YOU check the terms of any renewal offer before renewing to satisfy YOURSELF that the details are correct. In particular, check the AGGREGATE LIMIT OF LIABILITY, SUM INSURED amounts and EXCESS PERIOD(S) applicable and to ensure the levels of cover are appropriate for YOU.

Please note that YOU need to comply with the duty of disclosure before each renewal (see below).

Duty of Disclosure

Before YOU enter into this contract of insurance YOU have a duty under the Insurance Contracts Act 1984.

The duty applies until (as applicable) WE first agree to insure YOU, or WE agree to the variation, extension, reinstatement or renewal.

Answering our questions

In all cases, if WE ask YOU questions that are relevant to OUR decision to insure YOU and on what terms, YOU must tell US anything that YOU know and that a reasonable person in the circumstances would include in answering the questions.

It is important that YOU understand YOU are answering OUR questions in this way for YOURSELF and anyone else that YOU want to be covered by the contract.

Variations, extensions or reinstatements

For variations, extensions, reinstatements, YOU also have a broader 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.

Renewal

WE will tell YOU what YOUR duty is on renewal before WE agree to any renewal.

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 of common knowledge;
- 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 tell US, WE may cancel the POLICY or reduce of 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.

Privacy Statement

Unless the context otherwise provides, in this section:

- "WE", "OUR" or "US" means the INSURERS and ARCH; and
- "YOU", "YOUR" or "YOURS" means the POLICY HOLDER and COVERED PERSONS.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable See the *Privacy Act 1988* as amended by the *Privacy Amendment (Notifiable Data Breaches) Act 2017* for full details of what constitutes personal information.

This privacy notice details how WE collect, disclose and handle personal information.

Why WE collect YOUR personal information

WE collect personal information (including sensitive information) so WE can:

- identify YOU and conduct necessary checks;
- determine what service or products WE can provide to YOU e.g., offer OUR insurance products;
- issue, manage and administer services and products provided to YOU or others, including claims investigation, handling and settlement; and
- improve OUR services and products, e.g., training and development of OUR representatives, product and service research and data analysis and business strategy development.

What happens if YOU don't give US YOUR personal information?

If YOU choose not to provide US with the information WE have requested, WE may not be able to provide YOU with OUR services or products or properly manage and administer services and products provided to YOU or others.

How WE collect YOUR personal information

Collection can take place through websites (from data input directly or through cookies and other web analytic tools), email, by telephone or in writing. WE collect it directly from YOU unless YOU have consented to collection from someone other than YOU, it is unreasonable or impracticable for US to do so or the law permits US to.

If YOU provide US with personal information about another person YOU must only do so with their consent and YOU agree to make them aware of this privacy notice.

Who WE disclose YOUR personal information to

We share YOUR personal information with third parties for the collection purposes noted above.

The third parties include: OUR related companies and OUR representatives who provide services for US, other insurers and reinsurers; OUR claim management partner(s); YOUR agents; OUR legal, accounting and other professional advisers; data warehouses and consultants; investigators, loss assessors and adjusters; other parties WE may be able to claim or recover against; anyone WE appoint to review and handle complaints or disputes; and any other parties where permitted or required by law.

WE may need to disclose information to persons located overseas who will most likely be located in the United Kingdom. Who they are may change from time to time. YOU can contact US for details or refer to OUR Privacy Policy available at OUR website. In some cases WE may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire OUR services and products YOU agree that YOU cannot seek redress under the Act or against US (to the extent permitted by law) and may not be able to seek redress overseas.

Accuracy of and access to YOUR personal information

WE will take reasonable steps to ensure that the personal information YOU provide is accurate, complete and up to date, whenever it is used, collected or disclosed. YOU are entitled to access YOUR personal information if YOU wish and request correction if required. WE may request reasonable costs from YOU to cover the expenses WE incur retrieving this information.

Notifiable Data Breach

If WE identify a breach or suspected breach of YOUR personal information WE will make an assessment expeditiously and within 30 days to determine if a breach has occurred that is likely to cause YOU serious harm, known as an "eligible data breach". If an eligible data breach is identified WE will notify YOU and the Australian Information Commissioner of the breach as soon as practicable. WE will also provide YOU with recommendations of the steps YOU should take in response to the breach. When making contact with YOU, WE will use the usual method of communication. If WE cannot contact YOU, WE will place a notice on OUR website.

More information, access, correction or complaints

For more information about OUR privacy practices including how WE collect, use or disclose information, how to access or seek correction to YOUR information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to OUR Privacy Policy. It is available at OUR website www.archinsurance.com.au or by contacting US on (02) 8284 8400 EST 9 a.m.-5 p.m., Monday-Friday.

YOUR Choices

By providing US with personal information, YOU and any person YOU provide personal information for, consent to this use and these disclosures 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 US.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self-regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's Australia Limited has adopted and endorses the Code.

To obtain more information on the Code of Practice please contact US or YOU can access the Code at: www.codeofpractice.com.au

Complaints – Internal and External Complaints Procedure

If YOU are dissatisfied with OUR service in any way contact US by writing to

The Complaints Manager,
Arch Underwriting at Lloyd's (Australia) Pty Ltd,
Level 4, 68 York Street, Sydney, NSW, 2000
or *telephoning US at (02) 8284 8400*
***or** emailing US at* complaints@archinsurance.com.au

and WE will attempt to resolve the matter in accordance with OUR Internal Dispute Resolution procedures.

If this does not resolve the matter or YOU are not satisfied with the way a complaint has been dealt with, YOU should write to:

Lloyd's Underwriters' General Representative in Australia
Level 9, 1 O'Connell Street
Sydney NSW 2000
idraustralia@lloyds.com
Telephone Number: (02) 8298 0783

A dispute can be referred to the Australian Financial Complaints Authority (AFCA) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

Australian Financial Complaints Authority (AFCA)
Local call: 1800 931 678
Post: GPO Box 3, Melbourne, Victoria 3001
Email: info@afca.org.au
Website: www.afca.org.au

If the complaint is not covered by the AFCA scheme, YOU will be advised of other options for resolution.

UNDERWRITERS' Notices

The UNDERWRITERS accepting the insurance under the POLICY agree that:

(i) if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and WE 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
Level 9
1 O'Connell Street
Sydney NSW 2000

who has an authority to accept service and appear 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.

Agency Arrangements and Agent's Remuneration

If YOUR POLICY has been issued through OUR agent, or a broker who is acting under a binder agreement with US, then they are acting as OUR agent and not as YOUR agent.

If YOUR POLICY has been issued by a broker, other than a broker acting under an agency/binder arrangement with US, then the broker is acting as YOUR agent.

When the POLICY has been arranged through an agent or broker, remuneration (such as commission) is payable by US to them for arranging the insurance. YOU can ask them for more information.

Further Information and Confirmation of Transactions

If YOU require further information about this insurance or wish to confirm a transaction, please contact US.

DEFINITIONS

ACCIDENT(AL) means a sudden external and identifiable event which happens during the **COVERED PERSON'S OPERATIVE PERIOD OF COVER** which is unforseen or unintended by the **COVERED PERSON** that results in a **BODILY INJURY** to the **COVERED PERSON**.

ACCIDENTAL DEATH means death occurring as a result of a **BODILY INJURY.**

AGGREGATE LIMIT OF LIABILITY means the maximum amount **WE** will pay for all claims to a **COVERED PERSON** arising from **COVERED EVENTS** which occur during the **COVERED PERSON'S OPERATIVE PERIOD OF COVER**. The **AGGREGATE LIMIT OF LIABILITY** is shown in the **CONFIRMATION LETTER.**

BENEFIT(S) means any benefit noted on the **CONFIRMATION LETTER** with a corresponding **SUM INSURED** showing to which a **COVERED PERSON** is entitled to claim under the **POLICY.**

BENEFIT PERIOD means the maximum period for which a loss of income **BENEFIT** payment may be paid to or for the benefit of a **COVERED PERSON.**

BODILY INJURY means an identifiable physical injury to a **COVERED PERSON** resulting solely and directly from an **ACCIDENT** and independent of any other cause which is an external event that occurs fortuitously during the **OPERATIVE PERIOD OF COVER** which results in any of the **COVERED EVENTS**. **BODILY INJURY** does not include:

a) **SICKNESS** as defined or a condition ordinarily described as being a **SICKNESS**;
b) any consequences of a **BODILY INJURY** which are ordinarily described as being a disease including but not limited to any congenital condition, heart condition, stroke or any form or cancer;
c) an aggravation of an condition which existed before the start of the **OPERATIVE PERIOD OF COVER**;
d) any other **PRE-EXISTING CONDITION**; and
e) any degenerative or congenital condition.

BODILY INJURY DATE means the earlier of:

- the date the **COVERED PERSON'S DOCTOR** reasonably diagnoses as the most likely date of the **BODILY INJURY**;
- the date **OUR DOCTOR** reasonably diagnoses as the most likely date of the **BODILY INJURY**;
- the date **COVERED PERSON** first became aware of the **BODILY INJURY** or a reasonable person in the circumstances would have been aware of the **BODILY INJURY**;
- the date **COVERED PERSON** first received medical treatment for the **BODILY INJURY**; and
- the date the **BODILY INJURY** is first diagnosed by a **DOCTOR**.

CIVIL WAR means 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. Included in the definition is armed rebellion, revolution, sedition, insurrection, Coup d' Etat, the consequences of martial law.

CONFIRMATION LETTER means a document **WE** issue to a **COVERED PERSON** confirming their access to benefits under the **POLICY** and shows the details relevant to the **COVERED PERSON**.

COUNTRY OF RESIDENCE means Australia or the country in which the **COVERED PERSON** is a full time resident.

COVERED EVENT(S) means the event(s) described in each Table of Events as set out in Sections 1 and 2 and are defined by individual number.

COVERED PERSON means such person or persons who meet the eligibility criteria as set out on the **SCHEDULE** with respect to whom premium has been paid, or agreed to be paid by the **POLICY HOLDER.**

Access to benefits under this insurance is provided to **COVERED PERSONS** solely by reason of the statutory operation of section 48 of the Insurance Contracts Act 1984 (Cth). **COVERED PERSONS** are not contracting insured's (e.g. they cannot cancel or vary the **POLICY** - only the **POLICY HOLDER** can do this) and do not enter into any agreement with **US** as their right is only provided by reason of the above section of the Insurance Contracts Act.

DEPENDENT CHILD(REN) means any child:

- under the age of eighteen (18) years of age:

  - who is still dependent on the **COVERED PERSON** for welfare; and
  - for whom the **COVERED PERSON** is legally responsible, or
- over 18 years of age and under twenty five (25) years of age:
  - who is in full time tertiary education; and
  - who is still dependent on the **COVERED PERSON** for welfare; and
  - for whom the **COVERED PERSON** is legally responsible.

DOCTOR means a legally registered medical practitioner currently registered to practice who is not a **COVERED PERSON** or their **RELATIVE**, or an **EMPLOYEE** or director of the **POLICY HOLDER** and is acting within scope of their registration and pursuant to the relevant laws**.**

EFFECTIVE DATE OF COVER means the date the **EMPLOYEE** is added to the **POLICY** as a **COVERED PERSON**. The **EFFECTIVE DATE OF COVER** is stated in the **COVERED PERSON'S CONFIRMATION LETTER**.

EMPLOYEE means any person in the **POLICY HOLDER'S** service including directors (executive and non-executive), consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **POLICY HOLDER'S** behalf or any other such person as declared to **US**.

EXCESS PERIOD is the period stated in the **CONFIRMATION LETTER** during and for which no **BENEFITS** are payable for **TEMPORARY TOTAL DISABLEMENT OR TEMPORARY PARTIAL DISABLEMENT**. The number of days constituting each **EXCESS PERIOD** must be served consecutively.

FOOT means the entire foot below the ankle.

FRACTURE (D) means a break or crack of a bone.

FUNERAL BENEFIT means the **BENEFIT WE** pay under Section 3 - Additional Benefits, Funeral Expenses (see page 23).

GEOGRAPHIC LIMITS means the geographical limits stated in the **CONFIRMATION LETTER**.

HAND means the entire hand below the wrist.

INSURANCE PERIOD means the contract period as stated on the **SCHEDULE** which the **POLICY** operates unless ending earlier in accordance with the **POLICY** or law. Each renewal results in a new contract and new insurance period.

INSURERS or **UNDERWRITERS** means the insurers of this **POLICY**, who are certain underwriters at Lloyd's Syndicate 2012.

LIMB means the entire limb between the shoulder and the wrist or between the hip and the ankle.

LOSS means loss of, by physical severance, or total and **PERMANENT** loss of the effective use of the part of the body referred to in any the Table of Benefits.

NON SCHEDULED FLIGHT means any flight that is not operating under a regular published flight schedule or timetable.

NON SCHEDULED FLIGHT AGGREGATE LIMIT OF LIABILITY means the maximum amount **WE** will pay for all claims to a **COVERED PERSON** for **COVERED EVENTS** arising out of **NON SCHEDULED FLIGHTS** during the **COVERED PERSON'S OPERATIVE PERIOD OF COVER**. The **NON SCHEDULED FLIGHT AGGREGATE LIMIT OF LIABILITY** is shown in the **CONFIRMATION LETTER.**

OPERATIVE PERIOD OF COVER means the specified period for which a **COVERED PERSON** has access to benefits under the **POLICY** as explained in the "When does COVERED PERSONS' access to benefits under the POLICY begin and end?".

PERMANENT means lasting at least twelve (12) consecutive months from the occurrence, and at the end of that time being beyond hope of improvement.

PERMANENT TOTAL DISABLEMENT means disablement which:

- totally restricts a **COVERED PERSON** from performing his or her usual occupational or employment activities, or any other occupational or employment activities for which the **COVERED PERSON** has the experience, skills, education or training (or if the **COVERED PERSON** is not employed, it means disablement which prevents the **COVERED PERSON** from participating in any and every occupation for the remainder of his or her life.); and
- lasts at least 12 consecutive months from the occurrence; and
- at the end of that time, in **OUR** view beyond hope of improvement.

POLICY means **OUR** contract with the **POLICY HOLDER**, consisting of this document, the **SCHEDULE** and any other documents **WE** state form part of the terms and conditions of **OUR** contract with the **POLICY HOLDER** (such as additional endorsements or Supplementary PDS) .

POLICY HOLDER means the company or individual noted as the insured on the **SCHEDULE,** with whom **WE** have entered into the contract of insurance. They are the contracting insured.

PRE-EXISTING CONDITION means any injury, sickness, illness, disease, condition (including any side-effects or symptoms) of which the **COVERED PERSON** was aware (whether diagnosed or not) or of which a reasonable person in the circumstances could be expected to have been aware, or for which the **COVERED PERSON** has sought treatment prior to the **COVERED PERSON'S EFFECTIVE DATE OF COVER** under the **POLICY**.

PRE-EXISTING CONDITIONS specifically include congenital or degenerative conditions for which the **COVERED PERSON** has been diagnosed or were aware or of which a reasonable person in the **COVERED PERSON'S** circumstances could be expected to have been aware prior to the commencement of the **COVERED PERSON'S OPERATIVE PERIOD OF COVER** regardless as to whether the **COVERED PERSON** was at that time, or subsequently, being treated for them.

PROFESSIONAL SPORT means sport of any kind for which the **COVERED PERSON** receives a fee, monetary payment or financial reward as a result of their participation.

RELATIVE means the **COVERED PERSON'S SPOUSE, PARTNER**, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé, fiancée, half-brother or half-sister.

SALARY means in the case of an **EMPLOYEE**, their weekly pre-tax income or wage, excluding any commission, bonuses, overtime payments and allowances, averaged over the twelve (12) month period immediately preceding the commencement of the disablement or over any shorter period for which they have been employed.

SCHEDULE means the relevant **SCHEDULE WE** issue or subsequently substituted **SCHEDULE**. The **SCHEDULE** forms part of the **POLICY**. A new schedule is issued on each renewal.

SICKNESS means an illness, sickness or disease which is not an injury which manifests itself solely, directly and independently of any other cause of condition (including but not limited to any **BODILY INJURY** or **PRE-EXISTING CONDITION,** disease, congenital or degenerative condition) which existed prior to the **COVERED PERSON'S OPERATIVE PERIOD OF COVER.** The **SICKNESS** must continue for a period of not less than seven (7) days from the date the **SICKNESS** first manifested itself**.**

For the purposes of this definition and the **POLICY** a **SICKNESS** first manifests itself on the earlier of the date:

(a) the **COVERED PERSON'S DOCTOR** reasonably diagnoses as the most likely date the **SICKNESS** or symptoms of the **SICKNESS** , first occurred or manifested, whichever is the earlier;
(b) **OUR DOCTOR** reasonably diagnoses as the most likely date the **SICKNESS** or symptoms of the **SICKNESS**, first occurred or manifested, whichever is the earlier;
(c) the **COVERED PERSON** first became aware of the **SICKNESS** or symptoms of the **SICKNESS**, whichever is the earlier;
(d) a reasonable person in the circumstances would have been aware of the **SICKNESS** or symptoms of the **SICKNESS**, whichever is the earlier;
(e) the **COVERED PERSON** first received medical treatment for the **SICKNESS** or symptoms of the **SICKNESS**, whichever is the earlier; and
(f) the **SICKNESS** or symptoms of the **SICKNESS**, were first diagnosed by a **DOCTOR**, whichever is the earlier

SPOUSE or **PARTNER** means the **COVERED PERSON'S** husband or wife living with the person or any person of either sex living in a defacto marital relationship with the **COVERED PERSON**.

SUM INSURED(S) means an amount listed in the **SCHEDULE** or **CONFIRMATION LETTER** (as applicable) against relevant **COVERED EVENT(S)** .

TEMPORARY PARTIAL DISABLEMENT means the inability (but not **PERMANENT** inability) of the **COVERED PERSON** to participate in a substantial part of their usual employment, occupation or business activities, while they are under the regular care of and acting in accordance with the treatment, instructions or advice of a **DOCTOR.**

TEMPORARY TOTAL DISABLEMENT means disablement (but not **PERMANENT** inability) which totally restricts a **COVERED PERSON** from performing his or her usual occupation or employment activities, or any other

occupational or employment activities for which the **COVERED PERSON** has the experience, skills, education or training, in accordance with the treatment, instructions or advice of a **DOCTOR.**

TOOTH/TEETH means a sound and natural permanent tooth but does not include first or baby teeth, implants, prostheses or other dental restorations.

YOU/YOUR means the **POLICY HOLDER** named in the **SCHEDULE**.

WAR means armed opposition, whether declared or not between two countries.

WE/OUR/US means the **INSURERS** acting through its agent Arch Underwriting at Lloyd's (Australia) Pty Ltd.

POLICY COVERAGE

WE will provide cover for those COVERED EVENTS and BENEFITS for which a SUM INSURED is specified in the SCHEDULE, or for those BENEFITS contained within the POLICY that are automatically provided for COVERED PERSONS, for the relevant INSURANCE PERIOD and during the COVERED PERSONS OPERATIVE PERIOD OF COVER.

LIMIT OF LIABILITY

OUR total liability under the POLICY for any and all claims arising under the POLICY from any single or series of events in relation to a COVERED PERSON will not exceed the amount showing on the CONFIRMATION LETTER against the AGGREGATE LIMIT OF LIABILITY heading. In the case of losses is directly, or indirectly, on in any way attributable to an ACCIDENT which involves a NON SCHEDULED FLIGHT the maximum liability for each and all claims directly or indirectly arising from such an ACCIDENT in relation to a COVERED PERSON will not exceed the amount showing on the CONFIRMATION LETTER against the NON SCHEDULED FLIGHT AGGREGATE LIMIT OF LIABILITY heading.

SECTION 1 – PERSONAL ACCIDENT LUMP SUM BENEFITS

LUMP SUM BENEFITS

COVERED EVENT 1-26

Subject to terms and conditions, limitations and exclusions of the POLICY, in the event a COVERED PERSON sustains a BODILY INJURY which solely and directly results in any of the following numbered COVERED EVENTS outlined in the table of BENEFITS below, WE will pay to the COVERED PERSON the corresponding percentage of the SUM INSURED stated against the COVERED EVENTS in the CONFIRMATION LETTER, providing that:

- The BODILY INJURY occurs during the COVERED PERSON'S OPERATIVE PERIOD OF COVER and within the GEOGRAPHIC LIMITS; and
- The resulting COVERED EVENT occurs within 12 months of the BODILY INJURY DATE; and
- The COVERED EVENT is solely and directly attributable to the BODILY INJURY and not any other cause; and
- A SUM INSURED is shown against the relevant COVERED EVENTS in the CONFIRMATION LETTER.

Table of Benefits 1

COVERED EVENTS

1	ACCIDENTAL DEATH (including FUNERAL BENEFIT)	105%
2	PERMANENT TOTAL DISABLEMENT	100%
3	PERMANENT paraplegia, quadriplegia, or incurable paralysis of all limbs	100%
4	PERMANENT disablement not otherwise provided for in this table*	100%
5	PERMANENT and total LOSS of sight in one or both eyes	100%
6	PERMANENT and total LOSS of use of one or both LIMBS	100%
7	PERMANENT and incurable insanity	100%
8	PERMANENT total LOSS of hearing in both ears	100%
9	PERMANENT and total LOSS of the lens of both eyes	80%
10	PERMAMENT and total LOSS of use of four fingers and the thumb of either HAND	75%
11	PERMANENT and total LOSS of the lens of one eye	60%
12	PERMANENT disfigurement from third degree burns equal to or greater than 20% of the surface of head and neck	60%
13	PERMANENT total LOSS of use of four fingers of either HAND	50%
14	PERMANENT disfigurement from third degree burns equal to or greater than 40% of the surface of the body (excluding head and neck)	40%
15	PERMANENT total LOSS of hearing in one ear	30%
16	PERMANENT total LOSS of use of one thumb (both joints)	30%
17	PERMANENT total LOSS of use of one thumb (one joint)	15%
18	PERMANENT total LOSS of use of one finger all three joints	15%
19	PERMANENT total LOSS of use of all toes on either FOOT	15%
20	PERMANENT total LOSS of use of one finger two joints	10%
21	FRACTURED leg or patella with established non-union	10%
22	Shortening of the leg by at least 5cm	8%
23	PERMANENT total LOSS of use of one finger one joint	5%
24	PERMANENT total LOSS of use of toes (per toe) both joints of the great toe	5%
25	PERMANENT total LOSS of use of toes (per toe) – one joint of the great toe	3%
26	PERMANENT total LOSS of use of toes (per toe) – all joints of any toe other than the great toe	1%

SURGICAL BENEFITS AS A RESULT OF BODILY INJURY OR SICKNESS

COVERED EVENTS 27–35

Subject to terms and conditions, limitations and exclusions of the POLICY, in the event a COVERED PERSON suffers BODILY INJURY or SICKNESS, outside their COUNTRY OF RESIDENCE during the COVERED PERSON'S OPERATIVE PERIOD OF COVER and within the GEOGRAPHICAL LIMITS and a surgical procedure as outlined in the below Table of Benefits 2 below is carried out, WE will pay the corresponding percentage of the SUM INSURED for COVERED EVENTS 27-35 providing that:

- The surgery occurs within 12 months of the date of the BODILY INJURY DATE or the date SICKNESS first manifested itself; and
- The surgery is solely and directly attributable to the BODILY INJURY or SICKNESS and not a degenerative condition; and
- The surgery is performed outside the COVERED PERSON'S COUNTRY OF RESIDENCE; and
- The surgery is undertaken outside of Australia; and
- The COVERED PERSON has not specifically travelled outside their COUNTRY OF RESIDENCE to have the surgical procedure performed; and
- A SUM INSURED is shown against the relevant COVERED EVENTS in the CONFIRMATION LETTER.

Table of Benefits 2

COVERED EVENTS

27	Craniotomy	100%
28	Fracture of LIMB requiring open reduction	50%
29	Amputation of LIMB	50%
30	Dislocation requiring open reduction	25%
31	Any other surgical procedure carried out under a general anaesthetic	5%

Table of Benefits 3

COVERED EVENTS

32	Open heart surgical procedure	100%
33	Abdominal surgery carried out under general anaesthetic	50%
34	Brain surgery	50%
35	Any other surgical procedure carried out under general anaesthetic	5%

BODILY INJURY RESULTING IN FRACTURED BONES

COVERED EVENTS 36–42

Subject to the terms and conditions (including limits and exclusions) of the POLICY, in the event a COVERED PERSON sustains a BODILY INJURY which directly and solely results in any of the following COVERED EVENTS in the Table of Benefits 4, WE will pay the corresponding percentage outlined in the Table of Benefits 4, of the SUM INSURED for COVERED EVENTS 36–42, providing that:

- the BODILY INJURY occurs during the COVERED PERSON'S OPERATIVE PERIOD OF COVER and within the GEOGRAPHICAL LIMITS; and
- the resulting COVERED EVENT occurs within 12 months of the BODILY INJURY DATE; and
- the COVERED EVENT is solely and directly attributable to the BODILY INJURY and not any other cause; and
- a SUM INSURED is shown against the relevant COVERED EVENTS in the CONFIRMATION LETTER.

Table of Benefits 4

COVERED EVENTS

36	Neck, skull, spine (compound FRACTURE)	100%
37	Hip FRACTURE	75%
38	Jaw, pelvis, leg, ankle or knee (other FRACTURE)	50%
39	FRACTURE of cheekbone, shoulder or hairline FRACTURE of skull or spine	30%
40	FRACTURE of nose or collar bone	20%
41	Simple FRACTURE of arm, elbow, wrist or ribs	20%
42	FRACTURE of finger, thumb, foot hand or toe	7.5%

BODILY INJURY RESULTING IN LOSS OF TEETH OR DENTAL PROCEDURES

COVERED EVENTS 43–44

Subject to the terms and conditions (including limits and exclusions) of the POLICY, in the event a COVERED PERSON sustains a BODILY INJURY which results in any of the COVERED EVENTS in Table of Benefits 5 below as a sole and direct result of the BODILY INJURY, WE will pay the corresponding percentage outlined in the Table of Benefits 5, of the SUM INSURED showing against the LUMP SUM BENEFITS COVERED EVENTS 43 and 44, providing that:

- the BODILY INJURY occurs during the COVERED PERSONS OPERATIVE PERIOD OF COVER and within the GEOGRAPHICAL LIMITS; and
- the resulting COVERED EVENT occurs within 12 months of the BODILY INJURY DATE; and
- the COVERED EVENT is solely and directly attributable to the BODILY INJURY and not any other cause; and
- a SUM INSURED is showing against the relevant COVERED EVENTS in the SCHEDULE.

Table of Benefits 5

COVERED EVENTS

43	LOSS of TEETH or full capping of TEETH	100%
44	Partial capping of TEETH	50%

EXPOSURE

Subject to the terms and conditions (including limits and exclusions) of the POLICY, if as a result of an ACCIDENT a COVERED PERSON is exposed to the elements, and as a direct result of such exposure the COVERED PERSON suffers from any of the COVERED EVENTS under any section of the POLICY, within 12 months of the date of the ACCIDENT, it will be deemed that the COVERED PERSON has sustained a BODILY INJURY on the date of the ACCIDENT and WE will pay the corresponding BENEFIT for the relevant COVERED EVENT.

DISAPPEARANCE

Subject to terms and conditions, limitations and exclusions of the POLICY, if during the COVERED PERSON'S OPERATIVE PERIOD OF COVER, a COVERED PERSON disappears as the result of an ACCIDENT of any means, and their body or existence has not be found or verified within 12 months of the ACCIDENT date, it will be deemed that the COVERED PERSON has died as a result of the ACCIDENT at the time of their disappearance.

This BENEFIT will be only paid if a SUM INSURED is showing on the CONFIRMATION LETTER against insured event 1 – ACCIDENTAL DEATH. WE will only pay BENEFIT to the legal representatives of the COVERED PERSON'S estate providing that any person or persons to whom such sum is paid provide a signed undertaking that any BENEFIT payable by US for the disappearance will be repaid to US should it be found that the COVERED PERSON is found to be living or did not die as a result of the ACCIDENT.

SECTION 2 – LOSS OF INCOME BENEFITS

TEMPORARY TOTAL DISABLEMENT as a result of BODILY INJURY

COVERED EVENT 45

Subject to the terms and conditions (including limits and exclusions (such as the EXCESS PERIOD)) of the POLICY, in the event:

- a COVERED PERSON sustains a BODILY INJURY during the COVERED PERSON'S OPERATIVE PERIOD OF COVER, and within the GEOGRAPHICAL LIMITS; and
- as a direct and sole result of the BODILY INJURY, the COVERED PERSON suffers TEMPORARY TOTAL DISABLEMENT within 12 months of the BODILY INJURY DATE for a continuous period longer than the EXCESS PERIOD; and
- a SUM INSURED is shown against the COVERED EVENT in the CONFIRMTION LETTER,

WE will pay the lesser of:

- the SUM INSURED showing on the CONFIRMATION LETTER against this COVERED EVENT; and
- the SALARY of the COVERED PERSON (if no percentage is stated on the CONFIRMATION LETTER); and
- the percentage (as stated on the CONFIRMATION LETTER) of the COVERED PERSON'S SALARY, and

for the period (only after any applicable EXCESS PERIOD has been served by the COVERED PERSON) which is the shorter of:

- the maximum BENEFIT PERIOD as shown on the CONFIRMATION LETTER; and
- the period which TEMPORARY TOTAL DISABLEMENT persists as evidenced by a DOCTOR.

TEMPORARY PARTIAL DISABLEMENT as a result of BODILY INJURY

COVERED EVENT 46

Subject to the terms and conditions (including limits and exclusions (such as the EXCESS PERIOD)) of the POLICY, in the event:

- a COVERED PERSON sustains a BODILY INJURY during the COVERED PERSON'S OPERATIVE PERIOD OF COVER within the GEOGRAPHICAL LIMIT; and
- as a direct result of the BODILY INJURY, the COVERED PERSON suffers TEMPORARY PARTIAL DISABLEMENT within 12 months of the BODILY INJURY DATE for a continuous period longer than the EXCESS PERIOD; and
- a SUM INSURED is shown against the COVERED EVENT in the CONFRIMATION LETTER,

WE will pay the lesser of:

- the SUM INSURED showing on the CONFIRMATION LETTER against this COVERED EVENT, less any amount of current earnings as a result of working in a reduced capacity with INSURED or any other employer; and
- the SALARY of the COVERED PERSON (if no percentage is stated on the CONFIRMATION LETTER); and
- the percentage (as stated on the CONFIRMATION LETTER) of the COVERED PERSON'S SALARY,

for the period (but only after any applicable EXCESS PERIOD has been served by the COVERED PERSON), which is the shorter of:

- the BENEFIT PERIOD as shown on the CONFIRMATION LETTER; and
- the period the TEMPORARY PARTIAL DISABLEMENT persists as evidenced by a DOCTOR.

Should the COVERED PERSON be able to work in a reduced capacity with the INSURED, yet elect not to do so, the maximum BENEFIT payable under this COVERED EVENT will be 25% of the SUM INSURED as showing on the CONFIRMATION LETTER.

TEMPORARY TOTAL DISABLEMENT as a result of SICKNESS

COVERED EVENT 47

Subject to the terms and conditions (including limits and exclusions (such as the EXCESS PERIOD)) of the POLICY, in the event:

- a COVERED PERSON suffers SICKNESS during the COVERED PERSON'S OPERATIVE PERIOD OF COVER; and
- as a sole and direct result of the SICKNESS, the COVERED PERSON suffers TEMPORARY TOTAL DISABLEMENT within 12 months of the date the SICKNESS first manifested itself for the continuous period that is longer than the EXCESS PERIOD; and
- a SUM INSURED is shown against the COVERED EVENT in the CONFIRMATION LETTER,

WE will pay the lesser of:

- the SUM INSURED showing on the CONFIRMATION LETTER against this COVERED EVENT; and
- the SALARY of the COVERED PERSON (if no percentage is stated on the CONFIRMATION LETTER); and
- the percentage (as stated on the CONFIRMATION LETTER) of the COVERED PERSON'S SALARY,

for the period (but only after any applicable EXCESS PERIOD has been served by the COVERED PERSON) which is the shorter of:

- the BENEFIT PERIOD as shown on the CONFIMATION LETTER; and
- the period the TEMPORARY TOTAL DISABLEMENT persists as evidenced by a DOCTOR.

TEMPORARY PARTIAL DISABLEMENT as a result of SICKNESS

COVERED EVENT 48

Subject to the terms and conditions (including limits and exclusions (such as the EXCESS PERIOD)) of the POLICY, in the event:

- a COVERED PERSON suffers a SICKNESS during the COVERED PERSON'S OPERATIVE PERIOD OF COVER within the GEOGRAPHICAL LIMIT; and
- as a sole and direct result of the SICKNESS, the COVERED PERSON suffers TEMPORARY PARTIAL DISABLEMENT within 12 months of the date the SICKNESS first manifested itself for a continuous period that is longer than the EXCESS PERIOD; and
- a SUM INSURED is showing against the COVERED EVENT in the CONFIRMATION LETTER,

WE will pay the lesser of:

- the SUM INSURED showing on the SCHEDULE against this COVERED EVENT less any amount of current earnings as a result of working in a reduced capacity with any employer; and
- the SALARY of the COVERED PERSON(if no percentage is stated on the CONFIRMATION LETTER); and
- the percentage (as stated on the CONFIRMATION LETTER) of the COVERED PERSON'S SALARY, and

for the period (only after any applicable EXCESS PERIOD has been served by the COVERED PERSON) which is the shorter of:

- the maximum BENEFIT PERIOD (less the EXCESS PERIOD) as shown on the CONFIRMATION LETTER; and
- the period as the COVERED PERSON'S TEMPORARY PARTIAL DISABLEMENT persists as evidenced by a DOCTOR.

Should the COVERED PERSON be able to work in reduced capacity with any employer, yet elect not to do so the maximum BENEFIT payable for this COVERED EVENT will be 25% of the SUM INSURED as showing on the CONFIRMATION LETTER.

ESCALATION OF CLAIM BENEFIT

Should a COVERED PERSON be paid BENEFITS under the POLICY for COVERED EVENTS 45, 46, 47 or 48 for a period longer than 12 continuous months, and again for any subsequent period longer than 12 months, during which a BENEFIT is paid, the BENEFIT will be increased by 5% compounded per annum.

ADVANCE PAYMENT

Should a COVERED PERSON have a valid claim under the POLICY for COVERED EVENTS 47 or 48, WE will pay twelve (12) weeks BENEFIT in advance provided that a DOCTOR provides written confirmation that the period of TEMPORARY TOTAL DISABLEMENT will last for a minimum duration of twenty six (26) weeks. The 12 weeks for which the BENEFITS are advanced count as part of the maximum BENEFIT PERIOD and BENEFITS for this period will not be paid again.

SECTION 3 – ADDITIONAL BENEFITS

REHABILITATION

In the event that a COVERED PERSON has a valid loss of income claim for TEMPORARY PARTIAL DISABLEMENT, TEMPORARY TOTAL DISABLEMENT or PERMANENT TOTAL DISABLEMENT under the POLICY, WE at our discretion may elect to assist the COVERED PERSON in arranging for rehabilitation training at a licensed vocational school, provided such training is under taken with the agreement of a DOCTOR. This BENEFIT also includes costs for counselling to help the COVERED PERSON and their family come to terms with any disability suffered by the COVERED PERSON. The maximum amount payable under this BENEFIT is $25,000 per COVERED PERSON.

RETURN TO WORK BENEFIT

In the event that a COVERED PERSON has a valid loss of income claim for either TEMPORARY PARTIAL DISABLEMENT or TEMPORARY TOTAL DISABLEMENT under the POLICY, WE at our discretion may elect to assist the COVERED PERSON in arranging for professional assistance (agreed to in advance by US, and not performed by a RELATIVE of the COVERED PERSONS) to aid the COVERED PERSON in improving their physical or emotional condition. This includes modification to the COVERED PERSON'S normal place of residence or a place of employment. The maximum amount payable under this BENEFIT is $25,000 per COVERED PERSON.

INDEPENDENT FINANCIAL ADVICE

In the event that a COVERED PERSON has a valid claim for COVERED EVENTS 1 – 9 WE will at the request of the COVERED PERSON, their estate, or representative pay a BENEFIT for independent financial advice from a licensed financial advisor who is not a RELATIVE of the COVERED PERSON or the POLICY HOLDER, and authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice. The payment of this BENEFIT is solely for advice in relation to the BENEFIT payable under this POLICY for covered EVENTS 1 – 9. The maximum amount payable under this BENEFIT is $5,000 per COVERED PERSON.

DEPENDENT CHILD ASSISTANCE

In the event:

- There is a valid claim under the ACCIDENTAL DEATH COVERED EVENT (COVERED EVENT 1); or
- A COVERED PERSON, whilst receiving BENEFITS under Section 2 – Loss of Income Benefits, dies from the BODILY INJURY or the SICKNESS which led to the claim; and
- They leave behind DEPENDENT CHILDREN,

WE will pay a BENEFIT of $5,000 per DEPENDENT CHILD to the estate or representative of the deceased COVERED PERSON, for the benefit of the DEPENDENT CHILDREN. The total maximum BENEFIT payable under this benefit is $20,000 per COVERED PERSON. Should the DEPENDENT CHILDREN lose both parents including the COVERED PERSON the same COVERED EVENT, the maximum BENEFIT per DEPENDENT CHILD is increased to $15,000 per DEPENDENT CHILD, with a total maximum BENEFIT payable under this section of $45,000.

SURVIVING SPOUSE/PARTNER

In the event:

- there is a valid claim for COVERED EVENT 1 – ACCIDENTAL DEATH ; or
- a COVERED PERSON, whilst receiving BENEFITS under Section 2 – Loss of Income BENEFITS dies from the BODILY INJURY or the SCKNESS which led to the claim; and
- They leave behind a SPOUSE who is not separated or divorced from the COVERED PERSON

WE will pay a BENEFIT Of $15,000 to the SPOUSE of the deceased. The maximum BENEFIT payable under this BENEFIT is $15,000 per COVERED PERSON.

PARTNER RETRAINING BENEFIT

In the event:

- there is a valid claim for COVERED EVENT 1 – ACCIDENTAL DEATH ; or
- a COVERED PERSON, whilst receiving BENEFITS under Section 2 – Loss of Income BENEFITS dies from the BODILY INJURY or the SCKNESS which led to the claim; and
- the COVERED PERSON leaves behind DEPENDENT CHILDREN,

WE will pay a BENEFIT Of $25,000 to the SPOUSE of the COVERED PERSON for actual expenses incurred in the course of retraining for the purposes of:

- Finding gainful employment;

- To enable them to provide care for the DEPENDENT CHILD; or
- To improve the SPOUSE or PARTNER'S prospects of employment.

Training must be provided by a recognised institution qualified to provide such training, and all expenses must be incurred within 24 months of the COVERED PERSON'S the relevant BODILY INJURY DATE or the date the SICKNESS first manifested itself.

UNEXPIRED MEMBERSHIP BENEFIT

In the event a COVERED PERSON suffers BODILY INJURY or SICKNESS which results is a valid claim for:

- Any of COVERED EVENTS 2- 10; or
- COVERED EVENTS 47 or 48 for which the relevant TEMPORARY TOTAL DISABLEMENT is certified by a DOCTOR that it will last longer than 26 weeks,

WE will reimburse the COVERED PERSONS the pro rata amount of the membership fees of a professional association, union, industry body or similar organisation directly related to their employment, paid in advance for the current period, for which the COVERED PERSONS will not gain any benefit from. The maximum BENEFIT payable for this BENEFIT payable for all memberships is $1,000 per COVERED PERSON.

HOME AND OR MOTOR VEHICLE MODIFICATION BENEFIT

In the event a COVERED PERSON suffers BODILY INJURY or SICKNESS which results in a valid claim for any of COVERED EVENTS 2- 10, WE will pay a BENEFIT to a maximum of $10,000 per COVERED PERSON for costs necessary to modify the COVERED PERSON'S, home or vehicle, or work, provided that all modifications are certified necessary by the COVERED PERSON'S treating DOCTOR or rehabilitation provider.

FUNERAL EXPENSES

Where there is a valid claim under the ACCIDENTAL DEATH COVERED EVENT (COVERED EVENT 1) and a claim has been accepted by US, WE will pay a BENEFIT up to a maximum of 5% of the SUM INSURED as showing on the CONFIRMATION LETTER against COVERED EVENT 1 ACCIDENTAL DEATH, or a maximum sum of $10,000 whichever is the greater for the FUNERAL EXPENSES incurred.

Where a COVERED PERSON, whilst receiving BENEFITS under Section 2 – Loss of Income Benefits, dies from the BODILY INJURY or the SICKNESS which led to the claim, WE will pay the FUNERAL EXPENSES of the COVERED PERSON. The maximum amount WE pay for this BENEFIT will be $10,000 per COVERED PERSON.

FUNERAL EXPENSES mean the reasonable costs incurred for the cremation or burial of the COVERED PERSON including any transportation and internment costs. Covered expenses under this benefit include services performed by an undertaker, the cost of the casket and or any crematorium or graveyard costs incurred. Coverable costs do not include any costs associated with the wake, catering costs or discretionary purchases related to the funeral. Other costs may be considered at OUR discretion.

CHAUFFEUR BENEFIT

In the event a COVERED PERSON suffers BODILY INJURY or SICKNESS which results in a valid claim for any BENEFITS paid for the COVERED EVENTS 45, 46, 47, or 48 We will pay a BENEFIT to a maximum of $250 per week for reasonable transportation costs incurred for the hire of a taxi, car service or suitable mode of conveyance to transport the COVERED PERSON from their home to their normal place of employment for a maximum period of 26 weeks. The chauffer BENEFIT is not payable to a COVERED PERSON'S RELATIVE or anyone living with the COVERED PERSON. The need for a chauffeur must be evidenced by a DOCTOR in order for this BENEFIT to be payable.

GENERAL CONDITIONS APPLICABLE TO THE POLICY

1. WE shall not be liable under the POLICY for more than one BODILY INJURY for a COVERED PERSON, where the COVERED PERSON has already had a successful claim under the POLICY for one of the COVERED EVENTS 2-26.
2. BENEFITS will not be payable for more than one of the COVERED EVENTS 1-26 arising out of the same BODILY INJURY. In that event, the highest BENEFIT applicable will be payable.
3. Where:

   - COVERED EVENTS 1-26 have a SUM INSURED which is linked to the SALARY (as a multiple of the COVERED PERSON'S SALARY); and
   - the COVERED PERSON is not in receipt of a SALARY,

   the maximum SUM INSURED payable to the COVERED PERSON, in the event of a valid claim for COVERED EVENTS 1 – 26, will be 50% of the SUM INSURED as showing on the CONFIRMATION LETTER.
4. Any BENEFIT payable for COVERED EVENTS 1-26 will be reduced by any BENEFIT paid or payable for loss of income BENEFITS under COVERED EVENTS 47 and 49 in respect of the same BODILY INJURY.
5. No loss of income BENEFITS will be payable for COVERED EVENTS 45, 46, 47 or 48 for greater than one hundred and fifty six (156) weeks in total in respect of any one BODILY INJURY or SICKNESS, unless otherwise stated on the CONFIRMATION LETTER.
6. No BENEFITS are payable to a COVERED PERSON for COVERED EVENTS, 47,48,49 and 50 unless, as soon as possible after the BODILY INJURY or manifestation of SICKNESS, the COVERED PERSON seeks and follows medical advice as prescribed by a DOCTOR.
7. No benefits are payable for more than one(1) of the COVERED EVENTS, 47,48,49 and 50 that occur for the same time period.
8. BENEFITS will not be payable for more than one of the COVERED EVENTS described in Section 1 in respect of any one BODILY INJURY or SICKNESS for:

   a. Table of BENEFITS 2 for COVERED EVENTS 27 to 31 inclusive; or
   b. Table of BENEFITS 3 for COVERED EVENTS 32 to 35 inclusive; or
   c. Table of BENEFITS 4 for COVERED EVENTS 36 to 42 inclusive.
9. Unless otherwise stated on the CONFIRMATION LETTER, THE BENEFIT payable to COVERED PERSONS under eighteen (18) years of age, for COVERED EVENT 1 will be 10 percent (10%) of the BENEFIT stated in the Table of BENEFITS 1.

   We will pay one-fifth (1/5th) of the loss of income BENEFITS under Section 2 for each day of disablement where disablement lasts for less than a week after expiry of the EXCESS PERIOD for COVERED EVENTS 45 and 46.
10. The loss of income BENEFITS payable for COVERED EVENTS 45, 46, 47 or 48 will be reduced by the amount of any other benefit in relation to the loss of income for the same period the COVERED PERSON is entitled to receive under any statutory workers' compensation or transport accident compensation scheme or legislation or any insurance policy specifically covering the same risk. This means that the BENEFIT payable under the POLICY will be the amount by which the BENEFIT payable under the POLICY exceeds the other benefits to which the COVERED PERSON is entitled. If the COVERED PERSON receives the above payments from other parties after the claim with US is finalised, the COVERED PERSON must repay to US the amount which they were paid from US in excess of what they were entitled under the POLICY.
11. If:

- as a result of BODILY INJURY or SICKNESS, there is a valid claim and BENEFITS become payable under Section 2; and
- during the COVERED PERSON'S OPERATIVE PERIOD OF COVER, the COVERED PERSON suffers a recurrence of COVERED EVENTS 45, 46, 47 or 48 from the same BODILY INJURY or SICKNESS,

the new period of disablement will be deemed to be a continuation of the prior period unless, between such periods, the COVERED PERSON has held full time work for at least six (6) consecutive months, in which case the new period of disablement will be deemed to have resulted from a new BODILY INJURY or SICKNESS and a new EXCESS PERIOD shall apply. The cover is subject to other terms and conditions, limitations and exclusions of the POLICY. For example, the covered disablement must occur within 12 months of the original BODILY INJURY DATE or the date the SICKNESS first manifested.

12. No cover is provided under the POLICY for ACCIDENT, BODILY INJURY, SICKNESS or COVERED EVENTS which occur on or after the date a COVERED PERSON reaches the age of sixty six (66), unless otherwise indicated on the CONFIRMATION LETTER, or agreed to by US in writing.
13. All loss of income BENEFITS under Section 2 will be paid monthly in arrears, except where the twelve (12) weeks guaranteed payment additional BENEFIT (see page 21) of this POLICY applies.
14. Unless a COVERED PERSON otherwise directs all BENEFITS shall be paid to the COVERED PERSON, or, in the case of the COVERED PERSON'S death, to the COVERED PERSON'S legal personal representative.

FRAUD

Any fraud, mis-statement or concealment by the POLICY HOLDER or a COVERED PERSON in relation to any matter affecting this insurance or in connection with the making of any claim under it will give US the rights provided for in the Insurance Contracts Act, including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the POLICY.

CLAIM PROCEDURE

1. As soon as the POLICY HOLDER or a COVERED PERSON becomes aware of anything happening which may result in a claim under this Policy the POLICY HOLDER and/or a COVERED PERSON must notify US as soon as possible, explaining about the potential claim.
2. Please contact US for claims via OUR Claims Management Partner as advised by US or YOUR intermediary.
3. As soon as is reasonably practicable after the ACCIDENT, BODILY INJURY, or SICKNESS (or any further time which WE may allow in writing) deliver to US a written claim containing as detailed an account as is reasonably practicable of the circumstances the ACCIDENT, BODILY INJURY, or SICKNESS. If WE ask to provide US with a Statutory Declaration, the POLICY HOLDER and/or the COVERED PERSON must provide it.
4. A medical certification will be required by the COVERED PERSON'S DOCTOR in the format WE provide to them so the claim can be assessed. The COVERED PERSON must meet the cost of these medical certification.
5. WE may also require the COVERED PERSON to undergo medical examinations, and vocation and/or rehabilitation assessments but, if this is required, WE will meet those costs.
6. **COOPERATION and OTHER INFORMATION**
   At all times give US all the information and assistance WE may reasonably require and provide such evidence to support the COVERED PERSON'S entitlement to a BENEFIT WE may reasonably ask. This evidence may include, but is not limited to the following:

   - written authorities allowing US to access medical, financial or other relevant information, which may include personal and sensitive information; and
   - evidence of the COVERED PERSON'S income, earnings or periodic payments the COVERED PERSON received from other sources. WE may require verification of this information by way of a financial audit; and

- details of any other insurance covering the same, or similar, condition for which the COVERED PERSON is making the claim.

7. **DUTY OF UTMOST GOOD FAITH**
   When making a claim the POLICY HOLDER and COVERED PERSONS are under a duty to act with utmost good faith. WE owe the same duty in assessing the claim. The POLICY HOLDER and COVERED PERSONS must therefore cooperate with US and comply with OUR reasonable requests in assessing the claim.

8. **SUBROGATION**
   WE have the right to recover from any person against whom the COVERED PERSON may be able to claim any money paid by US. WE will have full discretion in the conduct, settlement or defence of any claim in the COVERED PERSON'S name. The amount recovered will be applied first to reducing the amount by which the COVERED PERSON'S loss exceeds the payment made by US. Any balance remaining after the COVERED PERSON has been fully compensated for the COVERED PERSON'S loss, up to the amount WE have paid to the COVERED PERSON to settle the COVERED PERSON'S claim (including OUR legal fees for recovery), will be retained by US.

9. We may take over and conduct, in the COVERED PERSON'S name, the defence or settlement of any claim and WE will have full discretion in the conduct of any proceedings in connection with the claim.

10. In relation to any claim under the POLICY, the POLICY HOLDER and/or the COVERED PERSON must not admit fault and must not offer or promise to pay any money or become involved in litigation without OUR approval.

11. **CLAIMS ARE PAYABLE IN AUSTRALIAN DOLLARS**

    WE will pay all claims in Australian dollars unless WE otherwise agree. WE will pay the POLICY HOLDER'S broker (or other authorised representative) unless WE are directed to pay someone else.

TAX IMPLICATIONS

Depending upon YOUR entitlement to claim Input Tax Credits under the POLICY, WE may reduce the payment of a claim by the amount of any Input Tax Credit.

A claim paid in respect of loss of income BENEFITS, for example under Section 2 in the POLICY, is subject to personal income tax and it is the COVERED PERSON'S responsibility to declare such BENEFIT when completing his or her usual tax return.

A COVERED PERSON should consult his or her tax accountant in relation to any questions about his or her particular circumstances.

CANCELLATION RIGHTS

By the POLICY HOLDER

The POLICY may be terminated by the POLICY HOLDER at any time at the POLICY HOLDER'S request by giving written notice to US, in which case WE will retain OUR short period rate for the time the POLICY has been in force (and taxes and duties WE cannot recover).

By US

WE may cancel the POLICY in any way permitted by law, including if the POLICY HOLDER or a COVERED PERSON (where relevant) has:

- Failed to comply with its duty of disclosure;
- Made a misrepresentation to US before the POLICY was entered into;
- Failed to comply with a provision of the POLICY, including failure to pay an insurance contribution;
- Made a fraudulent claim under the POLICY or any other policy; or
- Failed to notify US of a specific act or omission as required by the POLICY.

If WE cancel the POLICY WE will do so by giving the POLICY HOLDER written notice. WE will deduct from the insurance contribution an amount to cover the shortened period for which insurance applied (and taxes and duties WE cannot recover), and refund the balance to the POLICY HOLDER.

INSTALMENT PREMIUM PAYMENTS

The premium may be payable by instalment if agreed to by US. If the POLICY HOLDER fails to make payment in the specified manner and the payment is 14 days overdue WE may refuse to pay any claim that first arises after the instalment became so overdue.

This condition applies as each and every insurance contribution becomes due and cannot be disregarded because WE may have previously accepted an instalment after 14 days.

WE may cancel the POLICY upon giving notice to the POLICY HOLDER if an insurance contribution is not received within 30 days of being due.

ALTERATION TO RISK

If the POLICY HOLDER becomes aware of any changes to the facts or circumstances which existed when this insurance commenced that change the nature of the risk (for example, the nature of the POLICY HOLDER'S business, or other circumstances) in a way that would increase the risk the POLICY HOLDER must notify US in writing. If WE agree to the change WE will do so in writing and the POLICY HOLDER must pay US any additional premium WE require.

GOVERNING LAW AND JURISDICTION

The POLICY is governed by the laws of Australia. Any dispute relating to the POLICY shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the POLICY was issued.

General Exclusions Applying To This Policy

BENEFITS are not payable under the POLICY for any claims in any way arising out of, consequent upon or contributed by:

1. COVERED PERSON'S intentional, deliberate, self-inflicted acts or acts caused by a COVERED PERSON, including suicide or attempted suicide, whether sane, insane or under any mental distress;
2. any criminal or illegal act committed by a COVERED PERSON;
3. a COVERED PERSON driving any vehicle whilst under the influence of alcohol equal to or above the prescribed legal limit or whilst under the effects of psychoactive, psycho pharmaceutical or psychotropic drug or substance;
4. a COVERED PERSON being under the effects of alcohol equal to or above the prescribed legal limit, psychoactive, psycho pharmaceutical or psychotropic drug or substance;
5. WAR, invasion or CIVIL WAR;
6. results from a COVERED PERSON piloting aircraft, unless otherwise agreed in writing by US;
7. an INSURED PERSON participating, training or taking part in PROFESSIONAL SPORTS of any kind, unless otherwise agreed in writing by US;
8. wholly or partly caused by childbirth or pregnancy or any complications of these;
9. any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination;
10. a sexually transmitted disease or infection, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection; and
11. any PRE-EXISTING CONDITION.

WE will also not pay any BENEFIT or provide cover if the provision of payment, BENEFIT or cover 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) or any applicable legislation (whether in Australia or not); or

- expose US 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.

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