

# Group Personal Accident & Sickness Insurance



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# Product Disclosure Statement (PDS)

The information contained in this section is general information only and does not form part of **Your** contract with **Us**.

## General Advice

Any advice **We** give **You** is general in nature, it does not take into account any of **Your** personal objectives, financial situation or needs. Before **You** make a decision about whether to acquire a **Policy**, You should obtain and read this **Policy** and disclosure documents, to ensure this product is appropriate for **You**.

## About SafetyCulture Care

Insurance products are issued by SafetyCulture Care Australia Pty Ltd ABN 54 662 653 303 AFS Licence No. 544306 ("SafetyCulture Care"). SafetyCulture Care acts as agent for the **Insurer**, to market, solicit, offer, arrange and administer the insurance. SafetyCulture Care has a binding authority to issue, renew, vary and cancel contracts of insurance on behalf of the **Insurer**.

In all aspects of the **Policy** SafetyCulture Care acts for the **Insurer** and not for **You**.

## About Your Insurer

This insurance is offered by SafetyCulture Care who underwrites on behalf of Certain Underwriters at Lloyd's, led by Canopus Managing Agents Ltd, Syndicate 4444 ("the Insurer"). Lloyd's is an APRA regulated insurer. The **Insurer** is financially liable for any claims that come within the **Policy**.

## About Lloyd's

Lloyd's is the world's leading insurance and reinsurance marketplace. Through the collective intelligence and risk-sharing expertise of the market's underwriters and brokers, Lloyd's helps to create a braver world.

The Lloyd's market does this by sharpening the insight to anticipate and understand risk, and the knowledge to develop relevant and innovative forms of insurance for customers globally.

Lloyd's offers the efficiencies of shared resources in a marketplace that covers risks from more than 200 territories, in any industry, at any scale.

Lloyd's promises a trusted partnership – helping people, businesses and communities to recover in times of need and build resilience for the future.

Lloyd's is a 330-year old start up, founded by a few brave entrepreneurs in a coffee shop. Three centuries later, the Lloyd's market continues that proud tradition – sharing risk and inspiring courage everywhere.

## General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. **We** proudly support the Code.

For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance

with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au).

## The Purpose of this Product Disclosure Statement (PDS)

This Product Disclosure Statement (PDS) contains important information about the **Policy** to assist **You** in making an informed decision when choosing this insurance:

- decide whether the product will meet **Your** needs; and
- compare this product with any other products **You** may be considering.

## Updating this PDS

This PDS was written on 27 June 2024.

**We** may need to update the information contained in this PDS when necessary. Should this PDS need to be updated, **We** will provide **You** with a new or supplementary PDS outlining these changes, except in limited circumstances where the information is not something that would be materially adverse from the point of view of a reasonable person deciding whether to acquire this insurance.

## Words with Special Meanings

For the purpose of **You** reading this PDS and **Your Policy Wording**, some words have a special meaning for the terms **We** have used, which are provided in the General Definitions section of this **Policy Wording**. Any word or expression to which a special meaning has been given in any part of this **Policy** shall bear this meaning and is shown in bold. Please note words in a singular may be plural and vice versa depending on the context that cover is provided.

A reference in this **Policy** to any legislation or legislative provision includes any statutory modification or replacement or re-enactment of, and any subordinate legislation issued under, that legislation or legislative provision.

## Summary of the Group Personal Accident & Sickness Benefits

**DEATH & CAPITAL BENEFITS:** If an **Insured Person** suffers an **Injury** occurring within the **Period of Insurance** that solely results in death or a listed capital condition (Table of **Events**, Part A - Lump Sum Benefits, page 19 and that occurs within twelve (12) consecutive months of the **Injury**, **We** will pay **You** the applicable benefit for death or the specific listed capital condition.

**WEEKLY INJURY BENEFIT:** If **You** suffer an **Injury** occurring within the **Period of Insurance** that solely results in **You** becoming temporarily totally disabled (for the total consecutive days of **Your Waiting Period**) and that occurs within twelve (12) consecutive months of the **Injury**, **We** will pay **You** the applicable weekly **Injury** benefit payable for the relevant disablement.

If **You** become partially disabled within the **Period of Insurance** as a result of suffering from an **Injury**, **We** will pay **You** the applicable weekly **Injury** benefit payable less any amount of current earnings as a result of working in a reduced capacity up to a maximum of the percentage of **Your Salary** and the weekly **Injury** benefit limit. Please note if **You** are able to return to work in a reduced capacity but elect not to do so then the benefit payable will be 30% of the weekly **Injury** benefit limit.

**WEEKLY SICKNESS BENEFIT:** If **You** suffer a **Sickness** occurring within the **Period of Insurance** that solely results in **You** becoming totally disabled (for consecutive days of **Your Waiting Period**) and that occurs or manifests within twelve (12) consecutive months of the **Sickness**, **We** will pay **You** the applicable weekly benefit payable for the relevant disablement.

If **You** become partially disabled within the **Period of Insurance** as a result of suffering from a **Sickness**, **We** will pay **You** the applicable weekly **Sickness** benefit payable less any amount of current earnings as a result of

working in a reduced capacity up to a maximum of the percentage of **Your Salary** and the weekly **Sickness** benefit limit. Please note if **You** are able to return to work in a reduced capacity but elect not to do so then the benefit payable will be 25% of the weekly **Sickness** benefit limit.

ADDITIONAL BENEFITS: Additional benefits are also payable if **You** suffer an **Injury** or **Sickness** that **We** pay a weekly benefit for.

### How to Apply for this Group Personal Accident

In order to apply for this insurance, **You** need to complete an application by contacting **Your** insurance broker who will assist **You** to complete the application. **We** use and rely on information supplied by **You** to decide whether to accept **Your** application and, if so, the terms on which cover is provided.

If **We** accept **Your** application, **We** will issue **You** with a certificate of insurance, which sets out the details of cover provided to **You**, the limits that apply, the **Premium** payable and other information including whether any standard terms have been varied by endorsement.

**We** provide cover on the terms contained in this PDS, **Policy Wording**, **Your** certificate of insurance and any endorsement documentation that forms part of **Your Policy**. These documents should be read together and kept in a safe and readily accessible location for reference.

### Policy Cost, Payment and Taxation Implications

The **Premium** payable by **You** will be shown in both the insurance quotation and **Your** certificate of insurance. The **Premium** is calculated by taking into consideration a number of risk factors including:

- **Your** occupation;
- **Your** age;
- Activities **You** undertake within working hours as well as outside of working hours where applicable;
- Benefit limits and excesses chosen where applicable; and
- Previous five (5) years' worth of claims history for group personal **Accident** and **Sickness** insurance or similar.

As an example, variations in the above select risk factors influence **Your Premium** as follows:

Risk Factors	Lowers the <b>Premium</b>	Raises the <b>Premium</b>
Occupation	Clerical, administration (low risk)	Non-clerical, manual work (high risk)
Age	Lower age	Higher age
Type of Cover	Working Hours Only	24/7 Cover (full coverage)
Benefit Limits	Lower limits	Higher limits
<b>Waiting Period</b> Excess	Longer <b>Waiting Period</b>	Shorter <b>Waiting Period</b>
Claims History	Lesser frequency and size of claims	Greater frequency and size of claims

The overall cost of the **Policy** consists of the **Premium**, administration fee(s) and government taxes (Goods & Services Tax (GST) and Stamp Duty), where applicable. Stamp Duty is payable on the **Premium** and GST

depending on the location of the risk being **Insured**. A breakdown of the **Premium** and applicable charges will be shown on **Your** Schedule of Insurance. Depending on **Your** entitlement to claim GST credits under this **Policy**, **We** may reduce the payment of any claim by the amount of any GST credit.

## Renewal Procedure

At a minimum of 14 days before this **Policy** expires, **We** will provide a renewal invitation advising the amount payable to renew this **Policy**. It is important that **You** carefully and thoroughly review the renewal invitation together with the provided PDS, **Policy Wording** and any endorsements and accompanying documentation to ensure that the details are correct, and the renewal terms offered remain relevant and suitable to **Your** needs and requirements.

## Your Duty to Take Reasonable Care not to Make a Misrepresentation to an Insurer

**Your** application for insurance cover will be treated as if **You** are applying for a 'consumer insurance contract'. Before the contract of insurance is entered into, **You** have a legal duty to take reasonable care not to make a misrepresentation to the **Insurer** under the Insurance Contracts Act 1984 (Cth). It is very important that **You** comply with **Your** duty, as this may impact on **Your** insurance cover. **You** have the same duty to take reasonable care not to make a misrepresentation and to disclose those matters to **Us** before **You** renew, extend, vary or reinstate a contract of insurance.

A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth.

When **You** apply for insurance, **We** will ask **You** clear and specific questions that are relevant to **Our** decision to insure **You**. **Your** answers in response to **Our** questions are important as **We** use them to determine whether **We** can provide insurance cover to **You**, and if so, the terms of the **Policy** and the **Premium** **We** will charge. This means that when answering **Our** questions, **You** should respond fully, honestly and accurately.

The duty to take reasonable care not to make a misrepresentation applies anytime **You** answer **Our** questions as a part of an initial insurance application, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

**We** may later investigate the answers **You** provide to **Us**, for example, when a claim is made.

### Guidance for answering **Our** questions:

**Important: please ensure that **You** take care when providing **Your** answers in response to **Our** questions in relation to **Your** insurance application. **You** should respond fully, honestly and accurately. If **You** do not, it may affect **Your** insurance cover.**

### When answering **Our** questions, please:

- Think carefully about **Your** responses. If **You** do not understand the question or require further explanation, please ask **Us** before responding;
- Make sure **Your** responses are truthful, accurate and complete answers to every question that **We** ask **You**;
- Provide **Us** with all relevant information in response to **Our** questions. If **You** are unsure what information to include, please include it or check with **Us**, **Your** broker or adviser;
- Do not assume that **We** will contact anyone else for the information **We** are asking **You** for;
- Review each answer **You** have provided on **Your** insurance application carefully and make any corrections (if necessary) before submitting it to **Us**. **You** are responsible for the answers that **You** provide **Us**, even if



**You** have had help in preparing **Your** application, for example from **Your** broker, intermediary, advisor or someone else.

Before **Your** insurance cover starts, please tell **Us** of any changes that may be required to the answers **You** have given to **Our** questions. This may save time as any changes may require further investigation or assessment of the risk.

If, after **Your** insurance cover starts, **You** think **You** may not have complied with **Your** duty, please contact **Us**, **Your** broker or advisor immediately and **We** will let **You** know whether it has any impact on **Your** cover.

**We** may contact **You** after **You** have submitted **Your** application to clarify or collect any information that **You** may not have included. The information **You** provide may be recorded and used by **Us** in assessing **Your** application. **Your** duty to take reasonable care not to make a misrepresentation applies to all types of communication with **Us**, including written, electronic, online, when speaking with **Us** in person or on the telephone, or a mix of these.

### If You do not comply with Your duty

If **You** do not take reasonable care not to make a misrepresentation, it may have serious consequences for **Your** insurance. If **You** have failed to comply with **Your** duty, **We** have certain rights, which may depend on what **Your** insurance offer may have been had **You** not made a misrepresentation, and whether or not the misrepresentation was fraudulent. **We** have different actions available to **Us**, for example, **We** may do one of the following:

- Avoid **Your** insurance cover. This means that **Your** insurance contract and cover will be treated as if it never existed;
- Change the amount of cover, for example the level of cover may be reduced;
- Change the terms of **Your** insurance contract, for example certain events may be excluded from being covered.

This may mean an insurance claim may not be paid, or the amount or benefit paid may be reduced, or **Premium** increased.

If **We** suspect that **You** may have breached **Your** duty to take reasonable care not to make a misrepresentation, before **We** exercise any of the actions available to **Us**, **We** will:

- Explain **Our** reasons why **We** believe **You** have breached **Your** duty; and
- Provide **You** with an opportunity to respond and provide **Us** with further information.

If **We** decide to make changes to **Your** cover, **We** will notify **You** of **Our** decision and provide **You** with the review process and complaints procedure to follow if **You** disagree with **Our** decision.

### If You need help

It is very important that **You** understand this information, the questions that **We** ask **You** and **Your** duty. If **You** are having difficulty for any reason, such as a disability, English language, or require further support such as a support person **You** trust, please contact **Us** so that **We** may tell **You** how **We** may assist in providing additional support.

If **You** have any questions, please contact **Us**, **Your** broker or advisor.

### Privacy

SafetyCulture Care is committed to protecting the privacy of the personal information **You** provide **Us**. **We** use



and retain **Your** personal information in accordance with the National Privacy Principles and Privacy Act 1988. In addition to the information below, **You** can see full details on how **We** use **Your** information via **Our** Privacy Notice available on **Our** website [care.safetyculture.com](http://care.safetyculture.com)

**We** need to collect the personal information on the applicable proposal form to consider **Your** application for insurance and to determine the **Premium** (if **Your** application is accepted) when **You** are applying for, changing, or renewing an insurance **Policy** with **Us**. This information will also be used if **You** lodge a claim under **Your Policy**. **We** may also need to request additional information from **You** in connection with **Your** application or a claim. If **You** do not provide **Us** with this information, or any additional information **We** request, **We** may not be able to process **Your** application or offer **You** insurance cover or respond to any claim.

**We** may collect the following personal information:

- **Your** name, date of birth, address, other contact details, occupation, financial information such as **Your** bank account details, details of the items **You** want to insure (including the location of those items where this applies) or the cover **You** want to take out, details of any other people **You** are including on the proposal or **Policy**, and details of insurance claims **You** have made.

**We** may also collect the following sensitive personal information about **You** and any other people **You** are including on the proposal or **Policy**. **We** will obtain consent before collecting sensitive personal information unless **We** are required or permitted by law to collect it without consent.

- Medical details, details of any criminal convictions and details of any insurance claims made (including details of personal injuries or medical conditions)

**We** may receive personal information from, or disclose personal information to, the following parties:

- (a) **Our** relevant employees and related entities involved in delivering **Our** services;
- (b) If **Your** insurance broker collects this form from **You**, to that broker;
- (c) Facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- (d) **Our** appointed third-party administrators (TPAs) for claims assessment and administration services;
- (e) **Our** service providers based within Australia or overseas, such as the United Kingdom, who assist **Us** in delivering **Our** services;
- (f) Insurance companies with whom **We** transact business;
- (g) The Lloyd's Syndicates **We** represent (which are located in the United Kingdom);
- (h) Insurance reference bureau, credit reference bureau or dispute resolution organisations;
- (i) Reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

Where **We** do disclose the information, the recipient may hold the information in accordance with its own privacy statement/policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities, which may be located overseas. **We** may also be required to provide **Your** personal information to others for purposes of public safety and law enforcement and if required by law or a law enforcement body to do so.

By completing and returning a proposal form or providing **Us** with any additional information in connection with **Your** application, **You** agree to **Us** using and disclosing **Your** information as set out above. This consent to the use and disclosure of **Your** personal information remains valid unless **You** alter or revoke it by giving **Us** written notice.

When **You** give **Us** personal information about other individuals, **We** rely on **You** to make or have made the individual aware that **You** will or may provide their personal information to **Us** and the types of other parties and service providers **We** may provide it to, for the relevant purposes **We** and the other parties and service providers will use it for, and how they can access it. If **You** have not done so, **You** must tell **Us** before **You** provide the relevant personal information to **Us**.

**You** may request access to **Your** personal information and, where necessary, correct any errors in this information

(some restrictions may apply). If **You** would like to access a copy of **Your** personal information or **You** wish to correct or update **Your** personal information, please contact **Us** by email at [privacy.care@safetyculture.com](mailto:privacy.care@safetyculture.com) or call **Us** on 1300 164 884.

If **You** have any concerns about how **We** are collecting and processing **Your** personal information, **You** may raise a complaint by email at [complaints.care@safetyculture.com](mailto:complaints.care@safetyculture.com). If **You** are dissatisfied with **Our** response, **You** may refer the matter to the Office of the Australian Information Commission (OAIC). The OAIC contact details can be found at [www.oaic.gov.au](http://www.oaic.gov.au)

## Intermediary Remuneration

SafetyCulture Care pays remuneration to insurance intermediaries when **We** issue, renew or vary a **Policy** the intermediary has arranged or referred to **Us**. The type and amount of remuneration varies and may include commission and other payments. Information about the remuneration that **We** may pay insurance intermediaries may be obtained by requesting it from the intermediary or **Your** insurance broker.

## How to Contact Us

Enquiries of a general nature should be addressed to SafetyCulture Care and should be sent to:

SafetyCulture Care Australia Pty Ltd  
72 Foveaux Street  
SURRY HILLS NSW 2010

Email: [underwriting.care@safetyculture.com](mailto:underwriting.care@safetyculture.com)  
Phone: 1300 164 884

**CLAIMS:** All enquiry specific to making a claim, notice of an event which is likely to give rise to a claim, please refer to the section below, How to Make a Claim.

**COMPLAINTS:** Any complaint relating to this **Policy**, please contact **Your** broker contact in the first instance and refer to the section below, How to Make a Complaint.

## How to Make a Claim

**You** or any person entitled to claim under this **Policy** must give **Us** or **Our** authorised agent written notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

Please send the notice to:

n2n Claims Solutions Pty Ltd  
Locked Bag 3111  
RHODES NSW 2138  
Phone: 1800 999 626  
[info@n2nclaims.com.au](mailto:info@n2nclaims.com.au)

Once notified of **Your** claim, n2n Claims Solutions Pty Ltd will provide **You** with all the necessary claim forms. **You** must complete these forms in full and return to n2n Claims Solutions Pty Ltd along with all other information and documentation that is relevant to **Your** claim in order to ensure a quick and efficient claims assessment. These include and are not limited to any invoices, medical certificates, Medical Practitioner reports, and employer reports. A failure to provide relevant information could delay processing of **Your** claim.

Any payments will be made in Australian Dollars (AUD) unless otherwise shown in the **Policy Schedule**.

Any costs involved in obtaining or collecting required or supporting information for the claim form part of **Your** responsibility and is not claimable.

Dependent on the specific circumstances of the claim, an excess or a **Waiting Period** may be applicable:

- i. Excess: amount payable by **You** when a claim is made (per claim per event)
- ii. **Waiting Period**: a consecutive number of days during which no benefits are payable (shown in the **Policy Schedule** under each applicable benefit).

Any claim paid in respect of the Weekly **Injury** Benefit or Weekly **Sickness** Benefit is subject to personal income tax. Where **We** are required to do so, **We** will withhold personal income tax amounts from claim payments **We** make and forward these amounts to the Australian Taxation Office on behalf of the **Insured** or **Insured Person** and a summary of amounts withheld will be specified on claims payment letters. **We** cannot provide taxation advice and **You** should consult an authorised tax advisor if there are any questions that relate to **Your** particular circumstances.

## How to Make a Complaint

Lloyd's aim is to provide the highest service to its Australian Policyholders and, to this end, has developed the following procedures for the fair handling of complaints from Lloyd's Policyholders including **Insured Persons** under this **Policy**. There are established procedures for dealing with complaints and disputes regarding **Your** insurance or claim.

If **You** have any concerns or wish to make a complaint in relation to this **Policy**, **Our** services or **Your** insurance claim, please let **Us** know and **We** will attempt to resolve **Your** concerns in accordance with **Our** Internal Dispute Resolution procedure. Please contact **Us** in the first instance:

Attention: Complaints Officer  
SafetyCulture Care Australia Pty Ltd  
72 Foveaux Street  
SURRY HILLS NSW 2010

Email: [complaints.care@safetyculture.com](mailto:complaints.care@safetyculture.com)  
Phone: 1300 164 884

**We** will acknowledge receipt of **Your** complaint within 1 business day via phone or email and do **Our** utmost to resolve the complaint to **Your** satisfaction within 10 business days.

If **We** cannot resolve **Your** complaint to **Your** satisfaction, **We** will escalate **Your** matter to Lloyd's Australia who will review **Your** complaint within 10 business days. **You** will be kept informed of the review of **Your** complaint every 10 business days.

Lloyd's contact details are:

**Lloyd's Australia Limited**  
**Telephone:** +61 (0)2 8298 0783  
**Email:** [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
**Post:** Suite 1603 Level 16, 1 Macquarie Place SYDNEY NSW 2000

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

**You** may refer **Your** complaint to the Australian Financial Complaints Authority (AFCA), if **Your** complaint is not resolved to **Your** satisfaction within 30 calendar days of the date on which **You** first made the complaint or at any time.

AFCA can be contacted as follows:

**Telephone:** 1800 931 678

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

**Post:** GPO Box 3 MELBOURNE VIC 3001

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

AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between **You** and **Your** insurer. AFCA provides fair and independent financial services complaint resolution that is free of charge to consumers. Determinations made by AFCA are binding upon **Us**.

**Your** complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If **Your** complaint is not eligible for consideration by AFCA, **You** may be referred to the Financial Ombudsman Service (UK) or **You** may seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **You**.

The **Underwriters** accepting this Insurance agree that:

- i. if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- ii. any summons notice or process to be served upon the **Underwriters** may be served upon:

**Lloyd's Underwriters' General Representative in Australia**  
**Suite 1603**  
**Level 16**  
**1 Macquarie Place**  
**SYDNEY NSW 2000**

who has authority to accept service on the **Underwriters'** behalf;

- iii. if a suit is instituted against any of the **Underwriters**, all **Underwriters** participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

# Policy Wording

## General Definitions

For the purpose of the **Policy**, the following important definitions apply when used in this document. Any word or expression to which a specific meaning has been given in any part of the **Policy** shall bear this meaning wherever it may begin with a capital letter and is in bold font.

If it is consistent with the context of any clause or term(s) in this **Policy**, the singular includes the plural and vice versa.

### Accident

shall mean a sudden, violent, external and identifiable event that occurs during the **Period of Insurance** and which results solely, directly and independently of any other cause in an **Injury** that is unforeseen by **You**.

### Accidental Death

shall mean **Your** death as a result of an **Accident**.

### Aggregate Limit of Liability

shall mean the maximum amount **We** will pay for all claims arising from **Insured** events which occur during the **Period of Insurance**. The Aggregate Limit of Liability is shown in the **Policy Schedule**.

### Civil War

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

### Complete Fracture

shall mean a fracture in which the bone is broken completely across, and no connection is left between the pieces.

### Dependent Children

shall mean an **Insured Person's** and/ or their **Spouse/Partner's** unmarried Dependent Children (including step or legally adopted children) as long as they are under nineteen (19) years of age, or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, primarily dependent on the **Insured Person** for maintenance and support. It also means the **Insured Person's** and/or **Spouse/Partner's** unmarried children over nineteen years (19) of age who are physically or mentally incapable of self-support.

### Doctor

shall mean a person legally qualified and registered to practice medicine in Australia and who is a person other than **You**, **Your** relatives, business partners, shareholders or **Employees**. Chiropractors, physiotherapists and alternative therapy providers are not regarded as a Doctor.

### Domestic Duties

shall mean the usual and ordinary duties undertaken by someone as a homemaker and could include child-minding and home help services.

### Effective Date of Individual Cover

shall mean for each **Insured Person** the latter of the commencement of the **Period of Insurance** stated in the **Policy Schedule** or the time they arrive for work on the first day of employment with the **Insured**. Cover continues on a twenty-four (24) hour a day basis for as long as they are employed by the **Insured**, provided this insurance is still in force and the **Premiums** in respect to that **Insured Person** are being paid, until cover ceases as

set out in the provisions.

### **Employee**

shall mean any person in the **Insured's** service including any directors. Employee also includes any consultant, contractor, sub-contractor and/or self-employed person undertaking work on the **Insured's** behalf if stated as being included as **Insured Persons** on the **Policy Schedule**.

### **Events(s)**

shall mean the event(s) described in the relevant Table of Events in this **Policy Wording**.

### **Fingers, Thumbs or Toes**

shall mean the digits of a **Hand** or **Foot**.

### **Fixed Expenses**

shall mean regular monthly expenses (excluding **Salary**) incurred as part of **Your** business transactions that have been continuously incurred for a period of no less than six (6) months or over such shorter period **You** have been operating as a self-employed person.

### **Foot**

shall mean the entire Foot below the ankle.

### **Hand**

shall mean the entire Hand below the wrist.

### **Hairline Fracture**

shall mean mere cracks in the bone.

### **Injury**

shall mean a bodily Injury resulting from an **Accident** which occurs during the **Period of Insurance**.

This includes:

- i. **Sickness** directly resulting from medical or surgical treatment rendered necessary by the **Accident**; and
- ii. may include an Injury caused by **You** being directly and unavoidably exposed to the elements as a result of an **Accident**.

This does not include:

- i. a **Sickness** or a condition ordinarily described as a **Sickness**, illness or disease.
- ii. an aggravation of a pre-existing Injury, existing before the start of the period during which cover is provided under the **Policy**.
- iii. any degenerative or congenital condition or other condition, which does not result solely and directly from an **Accident**.

### **Insured**

shall mean the person specified on the **Policy Schedule** as the Insured.

### **Insured Person**

shall mean such person or persons as described on the **Policy Schedule**, who are nominated by the **Insured** for insurance under this **Policy** and with respect to whom **Premium** has been paid or agreed to be paid.

### **Limb(s)**

shall mean the entire Limb between the shoulder and wrist or between the hip and ankle.

**Loss**

shall mean in connection with:

- (a) a **Limb, Permanent** physical severance or **Permanent** total **loss** of the use of the **Limb**;
- (b) an eye, total and **Permanent** Loss of all sight in the eye;
- (c) hearing, total and **Permanent** Loss of hearing;

and which in each case is caused by an **Injury**.

**Other Fracture**

shall mean any fracture other than a **Complete Fracture, Hairline Fracture** or **Simple Fracture**.

**Paraplegia**

shall mean the **Permanent** loss of use of both legs and the **Permanent** loss of use of the whole of or part of the lower half of the body.

**Period of Insurance**

shall mean the period stated on the **Policy Schedule** or such shorter time if the **Policy** is terminated.

**Permanent**

shall mean having lasted twelve (12) consecutive months and at the expiry of that time being in the opinion of a **Doctor** beyond hope of improvement.

**Permanent Total Disablement**

shall mean total disablement which is **Permanent** and is as a result of an **Accident** and which entirely prevents **You** forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by training, education or experience, and which lasts twelve (12) consecutive months and at the end of that period is beyond hope of improvement.

**Policy**

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

**Policy Schedule**

shall mean the Policy Schedule attaching to and forming part of the **Policy** or any subsequently substituted Policy Schedule.

**Policy Wording**

shall mean this document.

**Pre-existing Medical Condition**

shall mean any **Sickness**, illness, disease, syndrome, disability or other condition, including any symptoms which;

- (a) **You** are aware or a reasonable person in the circumstance would be expected to have been aware; or
- (b) which **You** have sought or received medical attention, undergone tests or taken prescribed medication;

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

**Premium**

shall mean the Premium as shown on the **Policy Schedule** that is payable by **You** in respect of this **Policy**.

**Professional Sport**

shall mean any sport for which **You** receive more than 15% of **Your** annual income from all sources derived from



fees or monetary reward as a result of **You** participation.

### **Quadriplegia**

shall mean total and **Permanent** paralysis of both arms and both legs.

### **Salary**

shall mean the average weekly pre-tax income derived from personal exertion during the period of twelve (12) months immediately preceding the date of **Temporary Total Disablement** or **Temporary Partial Disablement** or during such shorter period as **You** have been employed (or self-employed) in **Your** occupation at the time the disability occurred; subject to:

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

### **Seek Employment**

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

### **Sickness**

shall mean any illness, disease or syndrome suffered by **You** which is not a **Pre-Existing Medical Condition**, and which manifests itself during the **Period of Insurance** and which results in **Temporary Total Disablement** or **Temporary Partial Disablement** within twelve (12) months after manifesting itself.

### **Simple Fracture**

shall mean a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a **Doctor** requires minimal and uncomplicated medical treatment.

### **Spouse/ Partner**

shall mean **Your** husband or wife living with **You** or any person of either sex living in a de facto marital relationship with **You**.

### **Temporary Partial Disablement**

shall mean that in the opinion of a **Doctor**, **You** are temporarily unable to engage in a substantial part of their usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a **Doctor**.

### **Temporary Total Disablement**

shall mean that in the opinion of a **Doctor**, **You** are temporarily unable to engage in their usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a **Doctor**.

### **Terrorism**

shall mean any act, including, but not limited to, the use of force or violence, committed by any persons acting on behalf of or in connection with any organisation, creating serious violence against a person or serious damage to property or a serious risk to the health or safety of the public, undertaken to influence a government or civilian populace for the purpose of advancing a political, religious or ideological cause.

### **Tooth/ Teeth**

shall mean a sound and natural permanent tooth but does not include first or milk teeth, dentures or implants.

**Underwriter(s)/ Insurer**

shall mean Certain Underwriters at Lloyd's.

**Waiting Period**

shall mean the period specified on the **Policy Schedule** during which no Benefits are payable by **Us** in relation to Section 1 - Part B or Part D (Weekly Benefits).

**War**

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

**We/ Our/ Us**

shall mean Certain Underwriters at Lloyd's .

**You/ Your**

shall mean the **Insured**.

**Section 1 - Personal Accident and Sickness****Personal Accident**

If, during the **Period of Insurance**, an **Insured Person** suffers an **Accident** which directly results in **Injury** **We** will pay the benefit amount in accordance with the Table of **Events** shown under Parts A, B, C, F and/or G, below. However, the event arising from an **Accident**, must occur within twelve (12) months of the **Accident** giving rise to the **Injury**.

**Sickness**

If, during the **Period of Insurance**, an **Insured Person** suffers a **Sickness**, **We** will pay the corresponding amounts in accordance with the Table of **Events** shown under Parts D and/or E, below.

**Part A – Lump Sum Benefits**

Cover for an event under this Part applies only if an amount for that event is shown on the **Policy Schedule** against Part A – Lump Sum Benefits.

Events The following event(s) must occur within twelve (12) months of the date of the <b>Accident</b>	Benefit Amount Being a percentage of the amount shown on the <b>Policy Schedule</b> under Part A – Lump Sum Benefits
1. <b>Accidental Death</b>	100%
2. <b>Permanent Total Disablement</b>	100%
3. <b>Paraplegia</b> or <b>Quadriplegia</b>	100%
4. <b>Permanent</b> and incurable paralysis of all <b>Limbs</b>	100%
5. <b>Permanent</b> total loss of sight of one (1) or both eyes	100%
6. <b>Permanent</b> total loss of use of one (1) or more <b>Limbs</b>	100%
7. <b>Permanent</b> and incurable insanity	100%

<b>Events</b>	<b>Benefit Amount</b>
The following event(s) must occur within twelve (12) months of the date of the <b>Accident</b>	Being a percentage of the amount shown on the <b>Policy Schedule</b> under Part A – Lump Sum Benefits
8. <b>Permanent</b> total loss of use of lens of: a) both eyes b) one (1) eye	100% 60%
9. <b>Permanent</b> total loss of hearing of: a) both ears b) one (1) ear	80% 30%
10. Burns: (a) third degree burns and/or resultant disfigurement which covers more than forty (40) percent of the entire external body (b) second degree burns and/ or resultant disfigurement which covers more than forty (40) percent of the entire external body	60% 30%
11. <b>Permanent</b> total loss of use of four (4) <b>Fingers</b> and <b>Thumb</b> of either <b>Hand</b>	80%
12. <b>Permanent</b> total loss of use of four (4) <b>Fingers</b> of either <b>Hand</b>	50%
13. <b>Permanent</b> total loss of use of the <b>Thumb</b> of either <b>Hand</b> ; a) both joints b) one (1) joint	40% 20%
14. <b>Permanent</b> total loss of use of <b>Fingers</b> of either <b>Hand</b> a) three (3) joints b) two (2) joints c) one (1) joint	20% 15% 10%
15. <b>Permanent</b> total loss of use of <b>Toes</b> of either <b>Foot</b> ; a) All – one <b>Foot</b> b) great – both joints c) great – one joint d) other than great <b>Toe</b> – each <b>Toe</b>	15% 5% 3% 1%
16. Fractured leg or patella with established non union	10%
17. <b>Loss</b> of at least fifty (50) percent of all <b>Teeth</b> .	1% per Tooth (up to a maximum of \$10,000 in total)
18. Shortening of leg by at least five (5) centimetres	10%
19. <b>Permanent</b> partial disablement not otherwise provided for under <b>Events 8 – 18</b>	Such percentage of the lump sum amount as <b>We</b> in <b>Our</b> absolute discretion

Events	Benefit Amount
The following event(s) must occur within twelve (12) months of the date of the <b>Accident</b>	Being a percentage of the amount shown on the <b>Policy Schedule</b> under Part A – Lump Sum Benefits
	shall determine and being in <b>Our</b> opinion not inconsistent with the benefits provided under <b>Events 8 to 18</b> .

### Part B – Weekly Benefits – Injury

Cover for an event under this Part applies only if an amount for that event is shown on the **Policy Schedule** against Part B – Weekly Benefits - **Injury**.

Events
<p><b>20. Temporary Total Disablement</b> From the date of <b>Temporary Total Disablement</b> as a result of <b>Injury</b> commences and whilst the <b>Temporary Total Disablement</b> persists and after the <b>Waiting Period</b>, <b>We</b> will pay up to the amount on the <b>Policy Schedule</b> against Part B – Weekly Benefits – <b>Injury</b>, but not exceeding the <b>Salary</b> of the <b>Insured Person</b>.</p>
<p><b>21. Temporary Partial Disablement</b> From the date of <b>Temporary Partial Disablement</b> as a result of <b>Injury</b> commences and whilst the <b>Temporary Partial Disablement</b> persists and after the <b>Waiting Period</b>, <b>We</b> will pay up to the amount on the <b>Policy Schedule</b> against Part B – Weekly Benefits – <b>Injury</b>, less any amount of current earnings as a result of working in a reduced capacity with the <b>Insured</b>, provided the combined amount does not exceed the percentage of <b>Salary</b> shown on the <b>Policy Schedule</b>. Should the <b>Insured Person</b> be able to return to work with the <b>Insured</b> in a reduced capacity but elect not to do so then the benefit payable will be 30% of the amount payable for <b>Event 20</b>.</p>

### Part C – Injury Resulting in Surgery

Cover for an event under this Part applies only if:

- (a) an amount for that event is shown on the **Policy Schedule** against Part C – **Injury** Resulting in Surgery;
- (b) the surgery is undertaken outside of Australia; and
- (c) payment of such benefit is not prohibited by the law of the country in which the surgery is undertaken.

Events	Benefit Amount
The following event(s) must occur within twelve (12) months of the date of the <b>Accident</b>	Being a percentage of the amount shown on the <b>Policy Schedule</b> under Part C – <b>Injury</b> Resulting in Surgery
22. Craniotomy	100%
23. Amputation of a <b>Limb</b>	100%
24. Fracture of a <b>Limb</b> requiring open reduction	50%
25. Dislocation of a joint requiring open reduction	25%
26. Any other surgical procedure carried out under general anaesthetic	12.5%

## Part D – Weekly Benefits – Sickness

If, during the **Period of Insurance**, the **Insured Person** suffers a **Sickness**, **We** will pay the corresponding amounts shown in the Table of **Events** under Parts D and/or E.

Cover for an event under this Part applies only if an amount for that event is shown on the **Policy Schedule** against Part D – Weekly Benefits – **Sickness**.

Events
<p><b>27. Temporary Total Disablement</b> From the date <b>Temporary Total Disablement</b> as a result of <b>Sickness</b> commences and whilst the <b>Temporary Total Disablement</b> persists and after the <b>Waiting Period</b>, <b>We</b> will pay up to the amount on the <b>Policy Schedule</b> against Part D – Weekly Benefits – <b>Sickness</b>, but not exceeding the <b>Salary</b> of the <b>Insured Person</b>.</p>
<p><b>28. Temporary Partial Disablement</b> From the date <b>Temporary Partial Disablement</b> as a result of <b>Sickness</b> commences and whilst the <b>Temporary Partial Disablement</b> persists and after the <b>Waiting Period</b>, <b>We</b> will pay up to the amount on the <b>Policy Schedule</b> against Part D – Weekly Benefits – <b>Sickness</b>, less any amount of current earnings as a result of working in a reduced capacity with the <b>Insured</b>, provided the combined amount does not exceed the percentage of <b>Salary</b> shown on the <b>Policy Schedule</b>.</p> <p>Should the <b>Insured Person</b> be able to return to work with the <b>Insured</b> in a reduced capacity but elect not to do so then the benefit payable will be 30% of the amount payable for <b>Event 27</b>.</p>

## Part E – Sickness Resulting in Surgery

Cover for an event under this Part applies only if:

- an amount for that event is shown on the **Policy Schedule** against Part E – **Sickness** Resulting in Surgery;
- the surgery is undertaken outside of Australia; and
- payment of such benefit is not prohibited by the law of the country in which the surgery is undertaken.

Events	Benefit Amount
The following event(s) must occur within twelve (12) months of the date of the <b>Sickness</b>	Being a percentage of the amount shown on the <b>Policy Schedule</b> under Part E – <b>Sickness</b> Resulting in Surgery.
29. Open heart surgical procedure	100%
30. Brain surgery	100%
31. Abdominal surgery carried out under general anaesthetic	50%
32. Any other surgical procedure carried out under general anaesthetic	12.5%

## Part F – Injury Resulting in Fractured Bones

Cover for an event under this Part applies only if an amount for that event is shown on the **Policy Schedule** against Part F – **Injury** resulting in Fractured Bones.

<b>The Events</b> The following event(s) must occur within twelve (12) months of the date of the <b>Accident</b>	<b>Benefit Amount</b> Being a percentage of the amount shown on the <b>Policy Schedule</b> under Part F – <b>Injury</b> Resulting in Fractured Bones.
33. <b>Complete Fracture</b> of neck, spine or skull	100%
34. <b>Complete Fracture</b> of Hip	75%
35. <b>Other Fracture</b> of jaw, pelvis, leg, ankle or knee	50%
36. Cheekbone, shoulder or <b>Hairline Fracture</b> of neck, skull or spine	40%
37. <b>Other Fracture</b> of arm, elbow, wrist or ribs (per rib)	30%
38. <b>Simple Fracture</b> of jaw, pelvis, leg, ankle or knee	25%
39. <b>Complete Fracture</b> of Nose or collarbone	25%
40. <b>Simple Fracture</b> of arm, elbow, wrist or ribs (per rib)	25%
41. <b>Complete Fracture</b> of <b>Finger</b> (per <b>Finger</b> ), <b>Thumb</b> (per <b>Thumb</b> ), <b>Foot</b> , <b>Hand</b> or <b>Toe</b> (per <b>Toe</b> )	10%

The maximum benefit payable for any one (1) **Injury** resulting in fractured bones shall be the amount shown on the **Policy Schedule** against Part F – **Injury** resulting in Fractured Bones.

In the case of an established non-union of any of the above fractures, **We** will pay an additional benefit of five (5) % of the amount shown on the **Policy Schedule** against Part F – **Injury** Resulting in Fractured Bones or three thousand dollars (\$3,000), whichever is the greater.

### Part G – Injury Resulting in Loss or Damage to Teeth

Cover for an event under this Part applies only if an amount for that event is shown on the **Policy Schedule** against Part G – **Injury** Resulting in loss or damage to **Teeth**.

<b>Events</b> The following event(s) must occur within twelve (12) months of the date of the <b>Accident</b>	<b>Benefit Amount</b> Being a percentage of the amount shown on the <b>Policy Schedule</b> under Part G – <b>Injury</b> Resulting in <b>Loss</b> or <b>Damage</b> to <b>Teeth</b> .
42. <b>Loss</b> of or full capping of <b>Teeth</b>	100% (maximum \$500 per Tooth)
43. Chipped or broken <b>Teeth</b> requiring partial capping	50% (maximum of \$250 per Tooth)

## Section 2 - Additional Wellbeing

### 2.1 Accidental HIV Infection Benefit

If, during the **Period of Insurance**, the **Insured Person** accidentally contracts the Human Immunodeficiency Virus (HIV) Infection;

1. as a direct result of **Injury** caused by a violent and physical bodily assault by another person on the **Insured Person** during the **Period of Insurance** and whilst they are an **Insured Person**; or
2. as a direct result of receiving medical treatment provided by a registered and legally qualified **Doctor** or registered nurse for the **Insured Person's Injury** or **Sickness** suffered during the **Period of Insurance**;

**We** will pay the **Insured Person** the amount stated on the **Policy Schedule** under Personal Wellbeing – Accidental HIV Infection Benefit, provided that;

1. there is a positive diagnosis within one hundred and eighty (180) days of the event giving rise to the HIV infection;
2. any event leading to or likely to lead to a positive diagnosis of HIV is reported to **Us** and medical tests are carried out by a registered and legally qualified **Doctor** no more than forty-eight (48) hours from the date and time of the event giving rise to the HIV infection; and
3. a recognised laboratory carries out medical and clinical tests that conclusively prove the **Insured Person** was not HIV positive at the time and date of the event giving rise to the HIV infection. No benefit will be payable if the **Insured Person** fails to comply with or provide the required level of proof.

### 2.2 Accommodation and Transport Benefit

If, during the **Period of Insurance**, an **Insured Person** sustains an **Injury** and is admitted as an in-patient of a hospital, which is more than one hundred (100) kilometres from the **Insured Person's** permanent place of residence, **We** will pay the actual and reasonable transport and/or accommodation expenses incurred by their **Spouse/Partner** and/or **Dependent Children** to travel to or remain with the **Insured Person** up to the amount shown on the **Policy Schedule** against Additional Wellbeing – Accommodation and Transport Benefit.

### 2.3 Advanced Payment

If, an **Insured Person** sustains an **Injury** or **Sickness** for which benefits are payable for **Events 20** or **27**, **We** will immediately pay thirteen (13) weeks benefit, provided that **We** are presented with medical evidence from a **Doctor** certifying that the total period of **Temporary Total Disablement** will be a minimum of twenty-six (26) weeks.

### 2.4 Childcare Benefit

If, during the **Period of Insurance**, an **Insured Person** suffers an **Injury** for which a benefit is payable under **Events 2** to **8.a)**, **We** will pay the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to the amount shown on the **Policy Schedule** against Personal Wellbeing – Childcare Benefit, but only in respect of additional costs that would not otherwise have been incurred.

### 2.5 Coma Benefit

If, during the **Period of Insurance**, the **Insured Person** sustains an **Injury** which directly causes or results in a continuous unconscious state and the **Insured Person** or the **Insured Person's** legal representative presents **Us** with a written opinion of a **Doctor** that verifies that the **Injury** caused the **Insured Person** to be in such a continuous unconscious state, **We** will pay the daily amount shown on the **Policy Schedule** against Additional Wellbeing – Coma Benefit or part thereof of continuous unconsciousness, up to a maximum period of ninety (90) days.



## 2.6 Dependant Child Benefit

If during the **Period of Insurance**, the **Insured Person** suffers an **Accidental Death**, **We** will pay the **Policy Schedule** against Additional Wellbeing - Dependent Child Benefit, for each Dependent Child of the **Insured Person**, up to the maximum amount per family stated on the **Policy Schedule**.

## 2.7 Disappearance

If the body of an **Insured Person** is not found within twelve (12) months after an **Accident** involving the conveyance in which they were travelling, **Accidental Death** will be presumed in the absence of any evidence to the contrary. The **Accidental Death** benefit amount set out under **Event 1** shall become payable, subject to a signed undertaking by the beneficiary that if the **Insured Person** is subsequently found alive, such **Accidental Death** benefit amount will be refunded to **Us**.

## 2.8 Domestic Help Benefit

If, during the **Period of Insurance**, an **Insured Person** sustains an **Injury** and a **Doctor** certifies that the **Insured Person** is unable to carry out **Domestic Duties**, **We** will pay the actual and reasonable costs incurred of hiring domestic help up to the amount shown on the **Policy Schedule** against Additional Wellbeing – Domestic Help Benefit, provided that the domestic help is not carried out by an **Insured Person's** close relative nor a person permanently residing with the **Insured Person**.

## 2.9 Education Fund Benefit

If, during the **Period of Insurance**, an **Insured Person** suffers an **Accidental Death** and is survived by **Dependent Children**, **We** will pay the amount shown on the **Policy Schedule** against Additional Wellbeing – Education Fund Benefit, for each surviving Dependent Child of the **Insured Person**, up to the maximum amount per family stated on the **Policy Schedule**.

## 2.10 Escalation of Claim Benefit

After payment of a benefit for **Events 20** and/or **21** or **Events 27** and/or **28** continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by 5% per annum.

## 2.11 Home Care Benefit

If an **Insured Person** who is receiving benefits under **Events 20** or **Event 27** and requires full time care, **We** will pay an additional benefit where an immediate family member ceases permanent employment and is no longer earning an income solely because of the provision of that care.

The benefit **We** will pay is the lesser of:

- (a) the amount shown on the **Policy Schedule** against Additional Wellbeing – Home Care Benefit, or
- (b) the lost income the family member would have earned if the **Insured Person** had not been disabled.

This Benefit is payable while the **Insured Person** is totally disabled for a maximum of three (3) months and where a **Doctor** has certified in writing that the **Insured Person** is confined to bed due to **Injury** or **Sickness** and requires full-time care.

## 2.12 Home Nursing Expenses

If an **Insured Person** who is receiving benefits under **Event 20** or **Event 27** and requires home nursing, **We** will reimburse up to the amount shown on the **Policy Schedule** against Additional Wellbeing – Home Nursing Expenses for expenses relating to the care of the **Insured Person** by a legally qualified and registered nurse.

This benefit is payable for a maximum of three (3) months and where a **Doctor** has certified in writing that the **Insured Person** is confined to bed due to the **Injury** or **Sickness**.

### 2.13 Hospitalisation Waiting Period Waiver

If, during the **Period of Insurance**, and if cover is shown as selected on the **Policy Schedule**, an **Insured Person** is hospitalised and receiving full time care for a period of five (5) consecutive days immediately following an **Injury** which gives rise to a claim for benefits under **Event 20**, the **Waiting Period** shall be waived. This benefit is not payable if the **Insured Person** elects to be hospitalised or is discharged at any stage during the five (5) days.

### 2.14 Independent Financial Advice

If, an **Insured Person** sustains an **Injury** for which benefits are payable for **Events 1 to 8.a)**, **We** will, at the request of the **Insured**, pay for the cost of professional financial planning advice in respect of the payment of the benefit, provided by a qualified financial planner who is not an **Insured Person** or their relative, up to the amount shown on the **Policy Schedule** against Personal Wellbeing – Independent Financial Advice. Costs must be incurred within six (6) months of the Lump Sum benefit being paid.

### 2.15 Home and Vehicle Modification Benefit

If, during the **Period of Insurance**, an **Insured Person** sustains an **Injury** for which a benefit is paid for **Events 2 or 3**, **We** will pay for costs necessarily incurred to modify the **Insured Person's** principal home (including but not limited to the installation of ramps for external or internal wheelchair access, internal guide rails, emergency alert system and similar disability aids) and/or personal motor vehicle, or costs associated with relocating the **Insured Person** to a more suitable home, up to the amount shown on the **Policy Schedule** against Additional Wellbeing – Modification Benefit, provided that medical evidence is presented from a **Doctor** certifying the modification and/or relocation is necessary for the activities of daily living (such as driving, washing, cooking, bathing, dressing).

### 2.16 Orphan Benefit

If, during the **Period of Insurance**, an **Insured Person** and their **Spouse/Partner** both suffer an **Accidental Death** resulting from the same event and they are survived by **Dependent Children**, **We** will pay the amount shown on the **Policy Schedule** against Personal Wellbeing – Orphan Benefit, for each Dependent Child of the **Insured Person**, up to the maximum amount per family stated on the **Policy Schedule**.

### 2.17 Rehabilitation Benefit

On the occurrence of **Events 20** and/or **21** or **Events 27** and/or **28**, for which benefits are payable, **We** will pay for tuition or advice for an **Insured Person** from a licensed vocational school, provided such tuition or advice is undertaken with **Our** prior written agreement and is confirmed by the **Insured's Doctor** as being medically necessary. The maximum amount **We** will pay under this benefit is shown on the **Policy Schedule** against Additional Wellbeing – Rehabilitation Benefit.

- (a) the training is provided by a recognised institution with qualified skills to provide such training; and
- (b) costs are incurred within six (6) consecutive months of the payment of the benefit for **Events 20** and or **21** or **Events 27** and/or **28**.

### 2.18 Spouse/Partner Retraining Benefit

If, during the **Period of Insurance**, the **Insured Person** suffers an **Injury** for which a benefit is paid for **Events 1 or 2**, **We** will pay up to the amount shown on the **Policy Schedule** against Personal Wellbeing - **Spouse/Partner** Retraining Benefit, for the training or retraining of the **Insured Person's Spouse/Partner**:

- (a) for the sole purpose of obtaining gainful employment;
- (b) to improve their potential for employment; and
- (c) to enable them to improve the quality of care they can provide to the **Insured Person**.

Always provided that:

1. the **Spouse/Partner** has not attained the age of sixty-five (65) years of age at the commencement of the training;
2. the training is provided by a recognised institution with qualified skills to provide such training; and
3. costs are incurred within six (6) months of the payment of the benefit for **Events 1 or 2**.

## 2.19 Student Tutorial Benefit

If, during the **Period of Insurance**, an **Insured Person** who is a full-time student suffers an **Injury** and a **Doctor** certifies that the **Insured Person** is unable to attend classes as a result of the **Injury**, **We** will pay the reasonable and necessary costs incurred for home tutorial services, to the maximum amount shown on the **Policy Schedule** against Personal Wellbeing – Student Tutorial Benefit.

## 2.20 Unexpired Membership Benefit

If, during the **Period of Insurance**, an **Insured Person** suffers an **Injury** which results in benefits being payable under;

- (a) **Events 2 to 8.a**); or
- (b) **Events 20** and or **27** for which a **Doctor** certifies in writing will continue for a minimum period of twenty-six (26) weeks;

and in either case, is certified by a **Doctor** as preventing the **Insured Person** from continuing participation in any sport or gym activity for which they have paid or are contractually obliged to pay a membership, association or registration fee, **We** will pay a pro-rata refund of such fees for the current season up to the amount shown on the **Policy Schedule** against Additional Wellbeing – Unexpired Membership Benefit.

## Section 3 - Corporate Protection

### 3.1 Chauffeur Benefit

On the occurrence of **Events 20** and/or **21** or **Events 27** and/or **28**, for which benefits are payable, provided that medical evidence is presented from a **Doctor** certifying that the **Insured Person** is unable to operate a motor vehicle or travel on other available modes of public transport, **We** will pay up to the amount shown on the **Policy Schedule** against Corporate Protection – Chauffeur Benefit, for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the **Insured Person** directly to and from their normal place of residence and normal place of work.

### 3.2 Corporate Image Protection

If, during the **Period of Insurance**, an **Insured Person** sustains an **Injury** for which a benefit is paid for **Events 1** or **2**, **We** will pay the **Insured** the actual and reasonable expenses necessarily incurred for the services of image/public relations consultants for the purpose of protecting the **Insured's** corporate image, up to the amount shown on the **Policy Schedule** against Corporate Protection – Corporate Image Protection.

### 3.3 Funeral Expenses

If, during the **Period of Insurance**, an **Insured Person** suffers **Accidental Death**, **We** will reimburse the reasonable expenses incurred up to the amount shown on the **Policy Schedule** against Corporate Protection – Funeral Expenses, for the **Insured Person's** funeral, burial or cremation or the cost of returning the **Insured Person's** body or ashes to a place nominated by the **Insured Person's Spouse/Partner** or the legal representatives of the **Insured Person's** estate.

### 3.4 Replacement Staff/Recruitment Costs

If, during the **Period of Insurance**, an **Insured Person** suffers from an **Injury** and in **Our** judgement **We** believe that a benefit will be paid under **Event 1** or **2**, **We** will pay the actual and reasonable costs incurred by the **Insured** for the recruitment of replacement **Employees**, up to the amount shown on the **Policy Schedule** against Corporate Protection – Replacement Staff/Recruitment Costs, provided that the costs are incurred within sixty (60) days and are crucial and necessary for the **Insured's** business to continue. The **Insured** must first provide a signed undertaking that any amount paid to the **Insured** will be repaid to **Us** if it is found that a valid claim did not or will not eventuate.

### 3.5 Workplace Assault Benefit

If, during the **Period of Insurance**, an **Insured Person** suffers an **Injury** as a result of an unprovoked assault at

their usual place of employment or whilst in the course of their duties, on behalf of the **Insured**, **We** will pay the amount shown on the **Policy Schedule** against Corporate Protection – Workplace Assault Benefit.

### 3.6 Workplace Modification

If in **Our** opinion an **Insured Person** who is receiving benefits under **Events 20** and/or **21** or **Events 27** and/or **28**, requires a modification of their workplace which directly relates to the **Insured Person** returning to gainful employment, **We** will pay the cost of the modification expenses up to the amount shown on the **Policy Schedule** against Corporate Protection – Workplace Modification. The benefit shall not exceed 50% of the remaining benefits payable under **Events 20** and/or **21** and **Events 27** and/or **28** to the expiry of the maximum benefit period.

### 3.7 Workplace Trauma Benefit

If, during the **Period of Insurance**, an **Insured Person** witnesses a violent criminal act whilst at their usual place of employment and does not sustain an **Injury** **We** will pay the amount shown on the **Policy Schedule** against Corporate Protection – Workplace Trauma Benefit.

## General Conditions

- 1) If an **Insured Person** suffers an **Injury** resulting in any one (1) of **Events 2** to **8.a**), no further benefits will be payable under Part A – Lump Sum Benefits for any subsequent **Injury** to that **Insured Person**.
- 2) Benefits shall not be payable for more than one (1) of the **Events 1** to **19** in respect of the same **Injury** in which case the highest benefit amount will be paid.
- 3) Benefits shall not be payable for more than one (1) of the surgical benefits described in **Events 22** to **26** and **29** to **32**, in respect of any one (1) **Injury** or **Sickness**, in which case the highest benefit amount will be paid.
- 4) Weekly Benefits shall not be payable:
  - a) in excess of the maximum benefit period, as specified on the **Policy Schedule**, in respect to any one (1) **Injury** or **Sickness**;
  - b) for the **Waiting Period**;
  - c) beyond the date of the **Insured Person's** death;
  - d) once the **Insured Person** is deemed fit to return to work by a **Doctor**;
  - e) for more than one (1) of the **Events 20** and/or **21** or **Events 27** and/or **28** that occur during the same period of time;
  - f) if the **Insured Person** fails to provide **Us** with all requested information and other evidence reasonably required to assess their claim; or
  - g) during any period where the **Insured Person** fails to follow the advice of or undertake the recommended treatment by a **Doctor** for the current disability. Advice or treatment includes seeking specialist advice or undergoing rehabilitation such as but not limited to obesity, drug addiction or alcoholism treatment plans where the condition is related to or exacerbating the current disability.
- 5) Any benefit payable shall be suspended during a period of imprisonment whether served in a state-run detention centre or alternate facility including home detention.
- 6) **We** may require at any time during a period of disablement that the **Insured Person** be examined by an independent medical officer of **Our** choosing. The costs associated with the examination will be met by **Us**, however, if the **Insured Person** fails to attend the examination for any reason, then they will be required to pay any costs incurred. Failure to attend the independent medical examination may result in suspension or cessation of benefits.
- 7) If an **Insured Person** suffers a recurrence of **Temporary Total Disablement** or **Temporary Partial Disablement** from the same or related cause or causes within six (6) months, the subsequent period of

disablement will be deemed a continuation of the prior disablement. A new **Waiting Period** will not apply, and the total benefit period shall not exceed the maximum benefit period, as specified on the **Policy Schedule**, inclusive of the benefit already received. If the **Insured Person** has worked on a full-time unrestricted basis for at least six (6) consecutive months, the subsequent period of disablement shall be deemed to have resulted from a new **Injury** or **Sickness**. A new **Waiting Period** and a new maximum benefit period as specified on the **Policy Schedule** shall apply. Where an **Injury** requires surgical treatment which cannot be performed within the twelve (12) months from the date of the **Accident**, provided the **Insured Person** can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of **Accident** and a **Doctor** certifies this, **We** will treat this as a continuation of the first **Injury** regardless of whether the **Insured Person** has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty four (24) months from the original date of the **Accident**.

- 8) If an **Insured Person** returns to work for more than five (5) days during the **Waiting Period** and suffers a reoccurrence of the **Injury** or **Sickness** which led to the initial **Temporary Total Disablement**, then the **Waiting Period** shall recommence from the day that the **Insured Person** suffers **Temporary Total Disablement** after returning to work.
- 9) Sick leave, annual leave or other employer sponsored benefits are not required to be exhausted prior to the **Insured Person** making a claim under this **Policy**.
- 10) The amount of any benefit payable for **Temporary Total Disablement** and **Temporary Partial Disablement** will be reduced by the amount of any periodic compensation benefits payable under any workers' compensation or **Accident** compensation scheme and the amount of any sick pay received or any disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under the **Policy** shall not exceed the percentage of **Salary** of the **Insured Person** shown on the **Policy Schedule** and/or the **Salary** of the **Insured Person**.
- 11) The amount of any benefit payable for Part A - Lump Sum Benefits shall be reduced by any sum already paid for under Weekly **Injury** Benefit in respect of the same **Injury**.
- 12) If an **Insured Person** becomes unemployed whilst receiving benefit payments under **Events 20** and/or **21** or **Events 27** and/or **28** and is subsequently certified by a **Doctor** as being fit for light or partial duties, then the **Insured Person** must actively **Seek Employment** which is consistent with the **Doctor's** certified level of capacity. Should the **Insured Person** not actively **Seek Employment**, benefits shall be reduced to 25% of the amount payable for **Event 20** and/or **27**.

Subject to Advanced Payment referred to under Personal Wellbeing, Weekly Benefits shall be payable fortnightly in arrears. Compensation for a period of less than one week will be paid at the rate of one-seventh (1/7th) of the weekly benefit for each day during which the disability continues.

- 13) All benefits shall be payable to the **Insured** or such person(s) and in such proportions as the **Insured** shall nominate, unless otherwise stated in the **Policy**.
- 14) With respect to Part A - Lump Sum Benefits, where the Lump Sum Benefit is **Salary** linked and the **Employee** is not in receipt of a **Salary**, the benefit amount shall be twenty-five (25) percent of the maximum Lump Sum benefit stated on the **Policy Schedule** for the category applicable to such an **Employee**.
- 15) With respect to Part A - Lump Sum Benefits, the benefit payable in respect of **Insured Persons** under eighteen (18) years of age shall be limited to 10% of the sum insured shown on the **Policy Schedule** under **Event 1 – Accidental Death** or \$50,000, whichever is the lesser. With respect to **Events 2** to **19**, the benefit is limited to the lesser of the sum insured stated on the **Policy Schedule** or \$250,000.

- 16) Where an **Insured Person** is exposed to the elements as a result of an **Accident** and suffers from any of the **Events** stated in the Table of **Events** as a direct result of that exposure within twelve (12) months of the **Accident**, the **Insured Person** will be deemed for the purposes of this **Policy** to have suffered an **Injury** on the date of the **Accident**.
- 17) Should a benefit be payable under this **Policy** that is also payable under any other **Policy** issued by **Us**, the benefit will only be payable under one (1) **Policy**, which shall be the **Policy** with the highest benefit amount.

## General Exclusions

**We** will not be liable to pay loss, cost or expense arising or attributed to;

- 1) An **Insured Person** engaging in or taking part in training for or participating in equestrian activities of any kind including equestrian care and maintenance.
- 2) An **Insured Person** engaging in or taking part in;
  - (a) Flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
  - (b) Training for or participating in **Professional Sport** of any kind unless **We** have been advised and agree to provide coverage.
- 3) Any deliberate self-inflicted harm or **Injury**, caused or committed by an **Insured Person**, including suicide or attempted suicide, reckless misconduct or any illegal or criminal act;
- 4) An **Insured Person's** blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of non-prescription drugs, including abuse of prescription drugs unless it was prescribed by a **Doctor** and taken in accordance with the **Doctor's** advice;
- 5) **Us** contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth);
- 6) When An **Insured Person** is seventy (70) years of age or over. This will not prejudice any entitlement to claim benefits for an event which has arisen before An **Insured Person** has attained the age of seventy (70) years;
- 7) Any claim for **Events** 20 and/or 21 or **Events** 27 and/or 28 which are in any way attributed to childbirth or pregnancy except for any unexpected and unforeseen medical complications or emergencies arising therefrom;
- 8) Any claim which results from a sexually transmitted disease or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC), except to the extent that it is covered under Personal Wellbeing – Accidental HIV Infection;
- 9) **War, Civil War**, invasion, act of foreign enemy, rebellion, revolution, insurrection or military, usurped power or **Terrorism**;
- 10) The use, existence or escape of nuclear weapons, materials, or ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
- 11) Any condition such as neurosis, psychoneurosis, mental, emotional, stress, depression or anxiety condition disease or disorder or similar condition or any condition which is a consequence of the treatment of these conditions, unless An **Insured Person** is being treated by or have been referred to a psychiatrist, psychologist or similar specialist;
- 12) **Pre-Existing Medical Conditions** as herein defined;
- 13) The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;



- 14) **You** agree that any cover, the payment of any claim and any benefit provided under **Your** Policy will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **Us** to any sanction, prohibition or restriction under any:
- United Nations' resolution(s); or
  - trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any trade or economic sanctions, laws or regulations of any other jurisdiction.

The suspension will continue until **We** are no longer exposed to any sanction, prohibition or restriction.;

- 15) Any benefits for bodily **Injury** or **Sickness** caused by the use of, or inability to use, any application, software or programme in connection with any electronic device (for example a computer, laptop, smartphone, tablet or internet-capable electronic device) are payable subject to the terms, conditions, limitations and exclusions of this **Policy**. However, **We** will not pay any benefits for bodily **Injury** or **Sickness** arising from the above that are caused by a deliberate, unauthorised, malicious or criminal act.

## General Provisions

### Aggregate Limit of Liability

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

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

### Alteration of Risk

**You** must advise **Us** as soon as is reasonably practical of any alteration of **Your** business activities which increase the risk of damage, **Injury**, liability, loss or **Sickness**.

### Assistance and Cooperation

**You** shall cooperate with **Us** and upon **Our** request, assist in making settlements, in the conduct of lawsuits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to **You** because of bodily **Injury** or damage with respect to which insurance is afforded under the **Policy**. In that regard, **You** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. **You** shall not, except at **Your** own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of **Accident**.

### Cancellation

**You** may cancel this **Policy** at any time by notifying **Your** insurance broker in writing. The cancellation will take effect from 4:00pm (AEST) on the day **We** receive **Your** written notice of cancellation, or such time as may be otherwise agreed.

**We** may cancel the **Policy** for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth), including where there has been non-payment of the **Premium**. Cancellation by **Us** takes effect from 4:00pm (AEST) on the day which is three (3) business days from the date **We** notify **You** in writing.

If the **Policy** is cancelled by either **You** or **Us**, **We** will retain a short period **Premium** calculated at the pro-rata proportion of the annual **Premium** for the time **You** have been on risk, and **You** shall receive a refund of any balance of the **Premium** actually paid.

**We** will not refund any **Premium** if **We** have paid a claim or benefit under the **Policy**.

### Currency

All amounts shown on the **Policy** are in Australian dollars (AUD).



## Cyber

Any benefits for **Bodily Injury** or **Illness** caused by or arising out of a **Cyber Act** or a **Cyber Incident** are payable, subject to the terms, conditions, limitations and exclusions of this **Policy**.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

**Cyber Incident** means:

- 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

## Due Diligence

**You** must take all reasonable care to prevent or minimise loss, damage, **Injury, Sickness** or liability under this **Policy**.

If **You** fail to take all reasonable care to prevent or minimise the above, **We** may reduce the amount **We** pay for a claim by an amount that fairly represents the extent to which **Our** interests are prejudiced by the failure, but only where the failure could reasonably be regarded as being capable of causing or contributing to loss, damage, **Injury, Sickness** or liability under this **Policy**.

## Fraudulent Claims

If any Claim be in any respect fraudulent or if any fraudulent means or devices be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy**, or if any **Loss** hereunder be occasioned by the wilful act or with the connivance of **You, We**, without prejudice to any other right(s) **We** might have under this **Policy**, may refuse to pay such claim and **You** must pay back any benefit that **We** have already paid.

## Notice of Claim

**You** or any person entitled to claim under this **Policy** must give **Us** or **Our** authorised agent written notice of any event which is likely to give rise to a claim, as soon as is reasonably practicable.

If **You** delay in advising **Us, We** may reduce the amount **We** pay for a claim by an amount that fairly represents the extent to which **Our** interests are prejudiced by the delay, but only where the delay could reasonably be regarded as being capable of causing or contributing to loss, damage, **Injury, Sickness** or liability under this **Policy**.

Please send the notice to:

N2N Claims Solution Pty Ltd

ABN: 60603109888

Address: Ground Floor, Building A, 1 Homebush Bay Drive, Rhodes NSW 2138, Australia

T: 1800 999 626 (Monday to Friday, 0900 to 1700 AEST)

E: info@n2nclaims.com.au

## Other Insurance

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

## Several Liability Notice

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## Subrogation

When **We** pay any amount under this **Policy**, **You** or **Your** legal representative agree that **We** shall be subrogated to all of **Your** rights to recover against any person or entity, and **You** agree to execute and deliver any certificates, information and other documentation as **We** may reasonably require and do whatever else is necessary to enable **Us** to secure such rights. Neither **You** nor **Your** legal representative shall take action or wilful inaction after **We** have paid any amount, which will prejudice **Our** rights to subrogation.

## Takeover Terms

With respect to **Insured Persons** who are covered by this Insurance on the commencement date of the **Period of Insurance** and were covered at expiry under the insurance **Policy** that this **Policy** replaces, cover is hereby extended to include any **Pre-Existing Medical Conditions** (other than any condition which has a terminal diagnosis) which would have been covered under the previous insurance. This provision has the effect of altering this **Policy's** definition of **Pre-existing Medical Condition** and Exclusion 13 which may otherwise have applied.