
Protect Injury & Sickness Product Disclosure Statement & Policy Wording

Dated 24 October 2018

Issued by ATC Insurance Solutions Pty Ltd ("ATC") (ACN 121 360 978, AFSL 305802)
acting under a binder as an agent of certain Underwriters at Lloyd's

Document number
PDS058 v1.0

TABLE OF CONTENTS

PART 1 – ABOUT OUR INJURY & SICKNESS INSURANCE

1. Introduction	3
2. Words with a special meaning	3
3. Who is the insurer	3
4. About Us	3
5. Overview of this insurance	3
6. Significant features and benefits of the cover	4
7. Your individual requirements	4
8. Other issues to consider before taking out this insurance	5
9. Our contract with You	5
10. How to renew this insurance	6
11. The premium	6
12. Your duty of disclosure	6
13. Cooling off	7
14. Cancellation	7
15. How to make a claim	7
16. Dispute resolution	7
17. Privacy	8
18. Electronic communication	9

PART 2 – POLICY WORDING

Extent of Cover	10
Benefits Payable	10
Section A: Weekly Injury Benefit	10
Section B: Weekly Sickness Benefit	10
Section C: Death Benefit (Injury only)	11
Section D: Capital Benefits (Injury only)	11
Section E: Capital Benefits – Broken Bones (Injury only)	12
Section F: Capital Benefits – Dental Damage (Injury only)	13
Definitions	13
General Exclusions	18
Special Provisions	19
Additional Benefits	21
General Conditions	25
Claims Conditions	28

PART 1 – ABOUT OUR INJURY & SICKNESS INSURANCE

1. Introduction

This Product Disclosure Statement (PDS) will help You (and Covered Persons where applicable) decide whether to take out this insurance and to compare this product with other products You may be considering.

Pursuant to the *Corporations Act 2001 (Cth)* We are required to provide You with a copy of this PDS if you are a retail client as defined in the Act. A retail client is an individual or a small business. We have provided You with a copy of the PDS as We may not be certain whether You are a retail client at the inception of the Policy.

Part 1 of this PDS includes general information about this insurance. Part 2 of this PDS is the Policy that sets out the specific terms, conditions and exclusions of the cover that We will provide, which should be read to ensure that it provides the cover You need.

You should keep this PDS in a safe place for future reference, such as at the time of a claim.

In this PDS, We/Us/Our mean ATC acting under a binder as an agent of certain underwriters at Lloyd's. You/Your mean the Insured named in the Schedule.

It is important that You read this PDS carefully to understand the extent of cover provided by this insurance as well as its limitations.

2. Words with a special meaning

Words that begin with a capital letter have a special meaning when used in this PDS. These words can be found in the Policy wording from page 13 and We have used the same meanings throughout this PDS to be consistent.

3. Who is the insurer

This insurance is underwritten by certain underwriters at Lloyd's

Lloyd's are a party to the General Insurance Code of Practice. You can access the Code at www.codeofpractice.com.au.

This insurance does comply with the Code of Practice.

4. About Us

This insurance is issued by Us acting under a binder as an agent of certain underwriters at Lloyd's. We act on behalf of and in the interests of certain underwriters at Lloyd's. We do not act on Your behalf. Our contact details are:

Address: Level 4, 451 Little Bourke Street, Melbourne, 3000
Telephone: (03) 9258 1777
Facsimile: (03) 9867 5540
Website: www.atcis.com.au
Email: info@atcis.com.au

5. Overview of this insurance

This insurance provides for the payment of weekly benefits if a Covered Person is away from work as a result of an Injury or a Sickness. It can also pay lump sum benefits if a Covered Person dies as a result of an Injury or suffers one of the specified Injuries in the tables in Part 2 of this PDS.

Additional benefits available to Covered Persons include return to work assistance and rehabilitation assistance of up to \$20,000 each, and funeral expenses of up to \$10,000 in the event of death as a result of an Injury or Specified Sickness.

A summary of the key features of the Policy follows.

6. Significant features and benefits of the cover

The following is a summary of some of the key features available under the Policy. Please refer to the terms, conditions and exclusions of the Policy wording in Part 2 of this PDS for full details of the cover.

Section A: Weekly Injury Benefit

We will pay a weekly benefit equal to the amount or the percentage of the Covered Person's Income specified in the Schedule (whichever is the lesser) as a result of an Accident occurring during the Policy Period that causes Total or Partial Disablement which commences when they are covered by the Policy.

The maximum period for which We will pay benefits is 104 weeks unless a reduced period is specified in Part 2 or on the Schedule.

Section B: Weekly Sickness Benefit

We will pay a weekly benefit equal to the amount or the percentage of the Covered Person's Income specified in the Schedule (whichever is the lesser) for Sickness first manifesting itself during the Policy Period that causes Total or Partial Disablement which commences when they are covered by the Policy.

The maximum period for which We will pay benefits is 104 weeks unless a reduced period is specified in Part 2 or on the Schedule.

Section C: Death Benefit

We will pay the amount specified in the Schedule following the death of a Covered Person as a result of Injury either outside work or at work if a workers' compensation benefit is payable.

Section D: Capital Benefits

We will pay the amount specified in the Schedule for the Injuries specified if they result within 12 months from the date of an Accident within the Policy Period.

Section E: Capital Benefits – Broken Bones

We will pay the amount specified in the Schedule for the broken bones specified if they result within 12 months from the date of an Accident within the Policy Period.

Section F: Capital Benefits – Dental Damage

We will pay the amount specified in the Schedule for the dental Injuries specified if they result within 12 months from the date of an Accident within the Policy Period.

7. Your individual requirements

When preparing this PDS, We have not taken into account Your or Covered Persons' individual objectives, requirements or financial position.

If You have one, You should discuss with Your intermediary (licensed insurance broker or advisor) the type of risks You need to insure against and the appropriate amount of cover that You need. Further, if You have any questions about the appropriateness of this product for Your objectives, requirements or financial position, You should seek advice from Your intermediary.

If You wish to contact Us about this PDS, please use the contact details given above. However, We can only provide You with factual information or general advice about this product and cannot advise You whether the product is appropriate for Your objectives, requirements or financial position.

If Your circumstances relevant to the risks We have agreed to insure change after taking out this insurance You should notify Us (or ask Your intermediary to do so on Your behalf) as soon as possible.

8. Other issues to consider before taking out this insurance

Like all insurance contracts, the Policy contains exclusions, terms and conditions, as well as limits and sub-limits that You should be aware of when considering whether to purchase this product.

Exclusions and limitations

The Policy has a number of General Exclusions that apply to all benefits under the Policy, which are listed from page 18. For example, We will not cover an Injury that is intentionally self-inflicted.

Please also refer to the Special Provisions from page 19, which set out other circumstances when benefits may not be payable or may be limited in some way. For example, We will not pay benefits to a Covered Person under Sections A or B during the Waiting Period shown on the Schedule, commencing on the first day of disablement after medical treatment is sought for Injury or Sickness.

Further, weekly benefits are paid for a maximum of 13 weeks for disablement as a result of Injuries arising from Amateur Sport, Extreme Sports/Activities and Off-Road Motorcycling.

Policy limits

There is a maximum amount We will pay for each benefit. These amounts are shown in the Schedule.

General Conditions

The Policy has a number of General Conditions that apply to each benefit. These conditions are listed from page 25. For example, You must have paid the Premium by its due date before We will pay any claim.

In some circumstances, a breach of a condition may entitle Us to refuse to pay a claim or reduce the amount We are liable to pay.

9. Our contract with You

The terms of cover are contained in this PDS, the Schedule, any attachments to the Schedule, the application for the insurance, and any endorsements We issue.

You should keep all of the Policy documents in a safe place.

10. How to renew this insurance

Before the expiry date of the Policy, We will send You a renewal notice advising whether We will offer to renew the Policy and on what terms. You should carefully check the information shown on each renewal notice to ensure that the details are correct.

We may provide You with a supplementary PDS if any information in the original PDS has changed since the insurance was first taken out.

11. The premium

When calculating Your Premium We take into account a number of factors, including the number of Covered Persons covered by the Policy, the amount of cover You select and We provide, and Your previous claims history.

The Premium calculation may be shown on the Schedule.

Your premium is also subject to Commonwealth and State taxes and/or charges, including GST and stamp duty.

Please note that the cover We provide is subject to payment of the Premium by the due date.

12. Your duty of disclosure

Before You take out an insurance policy with Us, the *Insurance Contracts Act 1984* requires You to tell Us every matter that is known to You that:

- You know to be a matter relevant to Our decision whether to accept the risk and, if so, on what terms, or
- a reasonable person in the circumstances could be expected to know to be a matter relevant to Our decision.

Therefore, before You enter (or renew, extend, vary or reinstate) an insurance policy with Us You must:

- give Us complete and honest answers
- tell Us everything You know, and
- tell Us everything that a reasonable person in the circumstances could be expected to know.

The duty of disclosure is different depending on whether it is a new policy or not.

New policies

When You are entering this Policy for the first time, You must tell us everything You know, or could reasonably be expected to know, in answer to specific questions We ask.

Renewals

You are required before You renew, vary, extend or reinstate Your Policy, to tell Us everything You know, or could be reasonably expected to know, which is relevant to Our decision to renew, vary, extend or reinstate the Policy.

Who needs to disclose

You are answering questions on behalf of both Yourself and anyone else You want to be covered by this insurance. The duty of disclosure applies to You and everyone else insured by the Policy.

How long does the duty of disclosure last

The duty to disclose continues right up to the commencement date of the insurance contract or the date it is renewed.

What We do not need to be told

You do not need to tell Us about any matter that:

- diminishes Our risk
- is of common knowledge
- We know or, in the ordinary course of business, ought to know, or
- We say We do not need to know.

Failure to disclose

We can reduce the amount We pay under this insurance for a claim or even cancel the insurance cover if You or anyone else insured under the Policy fail to comply with the duty of disclosure.

If a non-disclosure is fraudulent, We may avoid the Policy under the *Insurance Contracts Act 1984*, resulting in Us treating the Policy as if it never existed.

13. Cooling off

You have 14 days after the final cover under this Policy has been activated to decide if the Policy meets Your needs.

You may cancel Your Policy by advising Us that You wish to cancel Your Policy.

If You do this We will refund any premiums You have paid during the cooling off period, unless You have made a claim, or anything else has occurred for which a claim is payable, during the cooling off period.

14. Cancellation

You may cancel Your Policy at any time by writing to Us at Level 4, 451 Little Bourke Street, Melbourne, 3000 and advising Us that You wish to cancel Your Policy. The cancellation will take effect from the date We receive such notice in writing.

We may cancel Your Policy in any of the circumstances set out in, and in the manner allowed by, the *Insurance Contracts Act 1984*. We will advise You in writing if the Policy is cancelled by Us.

If You or Us cancel the Policy We will refund the premium for the unused Policy Period.

15. How to make a claim

Please refer to the Claims Conditions on page 28.

16. Dispute resolution

We view seriously any complaint made about Our products or services and will deal with it promptly and fairly.

If You or a Covered Person has a complaint please first try to resolve it by speaking to the relevant member of ATC's staff.

If the complaint relates to the insurance cover We have an Internal Disputes resolution process and suggest you contact ATC's Internal Dispute Resolution Officer on (03) 9258 1777 or by writing to

ATC at the address given above. ATC will acknowledge receipt of the complaint within three working days. Provided there is sufficient information, a review of Your complaint will be completed within 15 working days. Otherwise, ATC will agree a new timeframe for responding to You or the Covered Person. In any case, ATC will provide an update every 10 working days.

If the matter is still not resolved, You or a Covered Person may then contact:

Lloyd's Australia Limited
Level 9, 1 O'Connell Street
SYDNEY NSW 2000
AUSTRALIA

Telephone: (02) 8298 0783
Facsimile: (02) 8298 0788

Lloyd's Australia offers a free service and is totally independent and impartial. They will advise on how to proceed with them in this matter. If they are unable to assist, they will promptly advise You or the Covered Person.

If You or a Covered Person are still not satisfied with the final decision, You or the Covered Person may wish to contact the Australian Financial Complaints Authority, or AFCA which is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy Your or the Covered Person's concerns.

For further details please visit their website www.afca.org.au or contact them:

Address: GPO Box 3, Melbourne, VIC, 3001
Telephone: 1800 931 678 (free call)
Email: info@afca.org.au

17. Privacy

In this statement "we", "us" and "our" means Lloyd's and ATC acting under a binder as its agent.

We are bound by the requirements of the Privacy Act 1988 (Cth), the Privacy Amendment (Private Sector) Act 2000 (Cth) and the Privacy Amendment (Enhancing Privacy Protection) Act 2012. This sets out standards on the collection, use, disclosure and handling of personal information.

Our Privacy Policy is available at www.atcis.com.au or by calling us on the number below.

We, and our agents, need to collect, use and disclose Your personal information in order to consider Your application for insurance and to provide the cover You have chosen, administer the insurance and assess any claim. You can choose not to provide us with some of the details or all of Your personal information, but this may affect our ability to provide the cover, administer the insurance or assess a claim.

We may disclose Your personal information to third parties (and/or collect additional personal information about You from them) who assist us in providing the above services and some of these are likely to be overseas recipients in the United Kingdom. These parties, which include our related entities, distributors, agents, insurers, claims investigators, assessors, lawyers, medical practitioners and health workers, and federal or state regulatory authorities, including Medicare Australia and Centrelink, will only use the personal information for the purposes we provided it to them for (unless otherwise required by law).

Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from Your representatives or co-insureds). If You provide information for another person you represent to us that:

- You have the authority from them to do so and it is as if they provided it to us; and

- You have made them aware that You will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it. If it is sensitive information we rely on You to have obtained their consent on these matters. If You have not done or will not do either of these things, You must tell us before You provide the relevant information.

You are entitled to access your information and request correction if required. You may also opt out of receiving materials sent by us by contacting ATC on (03) 9258 1777 or write to us at the address given above.

18. Electronic communication

Pursuant to the *Insurance Contracts Amendment Act 2013 (Cth)*, notice or other document under Schedule 2 may be given by electronic communication in accordance with the *Electronic Transactions Act 1999* and any regulations made under that Act. Amongst other things, this means that We can communicate with You by email and We can post our Product Disclosure Statements online.

PART 2 – POLICY WORDING

EXTENT OF COVER

In consideration of the payment of the premium by each Premium Due Date and subject to the terms, conditions, and exclusions of this Policy, We will pay the benefits specified in the Policy and the Schedule under “Benefits Payable” and “Additional Benefits”.

The maximum We will pay for claims is subject to the Aggregate Limit of Liability shown in the Schedule.

BENEFITS PAYABLE

We will pay the benefit specified if as a result solely and directly of:

- Injury, a Covered Person suffers Total Disablement or Partial Disablement that commences during the Policy Period and continues uninterrupted during the Waiting Period (Section A) and any of the Insured Events under Sections C, D, E or F; or
- Sickness, a Covered Person suffers Total Disablement or Partial Disablement that commences during the Policy Period and continues uninterrupted during the Waiting Period (Section B).

Section A: Weekly Injury Benefit

Insured Event	Benefit
1. Total Disablement	During such Total Disablement 100% of Income up to the maximum amount per week specified in the Schedule.
2. Partial Disablement	During such Partial Disablement if the Covered Person is able to return to work in a reduced capacity then the benefit payable shall be calculated as the difference between the benefit for Insured Event 1 per week and the current income received from the reduced work capacity. If the Covered Person is able to return to work in a reduced capacity, but declines to do so then the maximum benefit payable will be reduced to 25% of the benefit for Insured Event 1 per week.

We will only pay for any Insured Event up to the Maximum Benefit Period in respect of any one Injury.

Section B: Weekly Sickness Benefit

Insured Event	Benefit
3. Total Disablement	During such Total Disablement 100% of Income up to the maximum amount per week specified in the Schedule.
4. Partial Disablement	During such Partial Disablement if the Covered Person is able to return to work in a reduced capacity then the benefit payable shall be calculated as the difference between the benefit for Insured Event 3 per week and the current income received from the reduced work capacity. If the Covered Person is able to return to work in a reduced capacity, but declines to do so then the maximum benefit payable will be reduced to 25% of the benefit for Insured Event 3 per week.

We will only pay for any Insured Event up to the Maximum Benefit Period in respect of any one Sickness.

Section C: Death Benefit (from Injury only)

A benefit will only be payable under this Section if the Covered Person suffers an Accident during the Policy Period and this solely and directly results in one of the Insured Events listed in this Section within 12 consecutive calendar months.

Any benefit payable under this Section shall be reduced by any amount paid in respect of the Covered Person under Section D arising from the same Injury which resulted in the death of the Covered Person.

If a Covered Person would be entitled to claim for a benefit under more than one of the Insured Events listed in this Section arising out of the same Injury, We will only pay a benefit for one Insured Event, which will be the highest applicable.

A benefit payable under this Section will be paid to the Covered Person's legal personal representative.

Insured Event	Benefit
5. Death of a Covered Person (but excluding death as a result of an Injury for which a workers' compensation benefit is payable).	The amount specified in the Schedule.
6. Death of a Covered Person as a result of Injury for which a workers compensation benefit is payable.	The amount specified in the Schedule.

Section D: Capital Benefits (from Injury only)

A Capital Benefit will only be payable under this Section if the Covered Person suffers an Accident during the Policy Period and this solely and directly results in one of the Insured Events listed in this Section within 12 consecutive calendar months.

No benefit is payable under this Section if a benefit is payable in respect of the Covered Person under Section C.

If a Covered Person would be entitled to claim for a Capital Benefit under more than one of the Insured Events listed in this Section arising out of the same Injury, We will only pay a Capital Benefit for one Insured Event, which will be the highest applicable Capital Benefit.

Insured Event – benefit amounts are specified in the Schedule
7. Total And Permanent Disablement
8. Total And Permanent Disablement as a result of an Accident whilst carrying out the usual occupation with the Employer and for which a workers' compensation benefit has been paid for 24 consecutive months
9. Permanent paraplegia
10. Permanent quadriplegia
11. Permanent paraplegia as a result of an Accident whilst carrying out the usual occupation with the Employer and for which a workers' compensation benefit has been paid
12. Permanent quadriplegia as a result of an Accident whilst carrying out the usual occupation with the Employer and for which a workers' compensation benefit has been paid
13. Permanent total loss of sight of both eyes
14. Permanent total loss of sight of one eye
15. Permanent total Loss of Two Limbs
16. Permanent total Loss of One Limb
17. Permanent and incurable insanity
18. Permanent total loss of hearing in both ears
19. Permanent total loss of hearing in one ear
20. Permanent total loss of four fingers and a thumb (either hand)

21. Permanent total loss of the lens of both eyes
22. Permanent total loss of the lens of one eye
23. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body
24. Permanent total loss of use of four fingers of either hand
25. Permanent total loss of use of one thumb both joints (either hand)
26. Permanent total loss of use of one thumb one joint (either hand)
27. Permanent total loss of fingers of either hand three joints
28. Permanent total loss of fingers of either hand two joints
29. Permanent total loss of fingers of either hand one joint
30. Permanent total loss of use of toes of either foot – all, one foot
31. Permanent total loss of use of toes of either foot – great, both joints
32. Permanent total loss of use of toes of either foot – great, one joint
33. Permanent total loss of toes of either foot – other than great, each toe
34. Fractured leg or patella with established non union
35. Permanent shortening of leg by at least five cm

Section E: Capital Benefits – Broken Bones (from Injury only)

A Capital Benefit will only be payable under this Section if the Covered Person suffers an Accident during the Policy Period and this solely and directly results in one of the Insured Events listed in this Section within 12 consecutive calendar months.

Only one Capital Benefit is payable with respect to the same Accident. If a Covered Person would be entitled to claim for a Capital Benefit under more than one of the Insured Events listed in this Section arising out of the same Injury, We will only pay a Capital Benefit for one Insured Event, which will be the highest applicable Capital Benefit.

A Capital Benefit shall not be payable under this Section for a bone that was broken or fractured as a result of an Injury suffered whilst engaging or participating to any extent whatsoever in any Amateur Sport or Extreme Sport/Activity or as a result of an Off Road Motorcycling Accident.

Insured Event: fractures in the bones shown below for the amounts specified in the Schedule
36. Neck, skull or spine
37. Neck, skull or spine (hairline fracture only)
38. Pelvis
39. Ankle or knee
40. Ankle or knee (hairline fracture only)
41. Cheekbone
42. Shoulder blade
43. Hip
44. Arm, elbow or wrist
45. Upper or lower leg
46. Upper or lower leg (hairline fracture only)
47. Jaw
48. Nose
49. Collar bone
50. Rib
51. Hand or foot (excluding Fingers and Toes)
52. Finger

A “hairline fracture” means a fracture of the bone in which the fragments or parts of the bone do not separate because the line of the fracture is so fine: only the lesser amount shown above will be paid where indicated for a particular bone.

No benefit is payable under this Section for a stress fracture.

Section F: Capital Benefits – Dental Damage (from Injury only)

A Capital Benefit will only be payable under this Section if the Covered Person (or one of the Covered Person's Dependents) suffers an Accident during the Policy Period and this solely and directly results in one of the Insured Events listed in this Section within 12 consecutive calendar months.

Insured Event: the following types of dental damage – benefit amounts are specified in the Schedule
53. Fractured or broken tooth, per tooth
54. Loss of tooth, per tooth (excluding a Front Tooth)
55. Chipping of tooth, per tooth
56. Loss of filling, per filling
57. Loss of Front Tooth, per tooth

For the purpose of this section, a tooth includes dentures and implants.

No cover is provided for normal maintenance of dental health.

The maximum benefit payable with respect to any one Injury shall be limited to the amount shown in the Schedule. Cover is limited to a maximum of four events per Family during the Policy Period.

DEFINITIONS

The following definitions apply to words used in this Policy when they begin with a capital letter:

ACCIDENT means a sudden, unexpected, external, violent, visible, and specific event that occurs at an identifiable time and place.

ACT OF TERRORISM means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

Terrorism includes losses resulting from nuclear, chemical and biological weapons and weapons involving the emission of radioactive matter.

AGGREGATE LIMIT OF LIABILITY means the total liability for all claims for all Covered Persons arising under this Policy from any one event during the Policy Period. In the event that claims from one event arising under this Policy exceed the Aggregate Limit of Liability, each claim will be reduced in proportion to the amount by which the total of all claims exceed this limit.

AMATEUR SPORT means training for, or playing or participating in, any non-professional sport or activity organised by any sporting organisation, association, authority, club or centre.

APPRENTICE means a Covered Person who is working under the supervision of another and is in the process of completing requirements and qualifications in order to be entitled to work independently.

CAPITAL BENEFITS means the amount payable with respect to an Insured Event listed in Sections D, E or F.

CONTRIBUTION means premium for this insurance cover that an Employer is obligated to pay to You on behalf of a Covered Person.

COVERED PERSON means a person for whom Contributions have been paid by the Employer to You and remitted to Us as premium.

Subject to the Additional Benefits shown in this Policy wording and the Schedule, the Policy does not cover persons over 65 years of age.

Cover under this Policy for a Covered Person will begin at the commencement of the Policy Period or at 7.00 am on the Covered Person's first scheduled day of employment for which a Contribution is payable by the Employer, whichever is the later.

All cover for a Covered Person will cease at the earliest of the following times:

- a) when this Policy is no longer in force;
- b) at midnight on the last day of employment for which a Contribution is payable by the Employer;
- c) when the Covered Person commences employment with another employer that is not required to pay Contributions; or
- d) otherwise when a Covered Person is no longer eligible for cover according to the terms and conditions of this insurance.

If Contributions have not been paid and are in arrears 3 months or less, any claim, regardless of the date of Injury or Sickness or the commencement date of disablement, will not be considered until such time as all arrears of Contributions have been paid to You for that Covered Person. If Contributions are in arrears greater than 3 months then the person will be deemed to have ceased to be a Covered Person effective from the last day for which Contributions were validly received by You and no claim, regardless of the date of Injury or Sickness or the commencement date of disablement, will be considered after that date unless We receive Your written instructions to the contrary.

If premiums have been paid by You to Us in respect of a person who if injured during the course of employment is not entitled to benefits under the applicable state workers compensation legislation that person shall not be a Covered Person under this Policy and any premiums paid for or on behalf of that person will be refunded by Us to You.

DEPENDANTS mean the Covered Person's:

- a) Spouse/Partner whose gross earnings are less than \$16,000 per year in the 12 month period immediately preceding the date disablement commences, and
- b) unmarried financially dependant children (or the Spouse/Partner's) who live with the Covered Person up to 18 years of age (or up to 25 years of age if a full-time student at an accredited institution of higher learning)

DOMESTIC DUTIES means the usual and ordinary domestic duties such as washing, cooking and cleaning that are undertaken by someone as a homemaker and could include child-minding and home help services.

EMPLOYER means a person, partnership or company who employs a Covered Person and pays Contributions to You on his or her behalf.

EXTREME SPORT/ACTIVITY means: BMX bike or mountain bike riding; bike riding on a circuit or on a course specifically built or intended for competition; snowboarding; snow-skiing; jet-skiing; surfing; martial arts or boxing (or any similar combative sport or activity, including sparring); BASE jumping; parachuting; skateboarding (including longboarding); water-skiing, wake-boarding or any other sport or activity that involves being towed by any form of watercraft; go-karting; taking part in any racing and/or time trials of any kind (other than on foot); mountain-climbing; abseiling; rollerblading or skating or any other similar activity; gliding of any description (including paragliding, hang gliding or any similar activity, whether in tandem or otherwise); and/or horse-riding and related activities.

A reference to the above sports and activities includes all forms of training or practicing for them.

FAMILY means the Covered Person and his or her Dependents.

FINGERS and TOES mean the digits of a hand or a foot.

FRONT TOOTH means one of the two front middle teeth, either on the upper or lower jaw (numbered 11, 21, 31, and 41 by the FDI World Dental Federation numbering system).

INCOME means the average weekly income, before personal deductions and income tax, and including all overtime and all allowances, actually paid to the Covered Person, which was earned from personal exertion from his or her usual occupation with the Employer, averaged over the number of weeks so engaged during the twelve month period immediately preceding the date of disablement.

INJURY means a bodily injury that:

- is caused solely and directly by an Accident, and that occurs independently of any other cause or condition (including but not limited to any other bodily injury, or sickness, illness or disease), and
- is caused by an Accident when the Covered Person is covered by the Policy.

The Accident must occur during the Policy Period. However, if at the date of the Accident the Covered Person was covered under a prior Protect Injury & Sickness policy issued to the Insured named in the Schedule, a claim for weekly benefits that results solely and directly from the Accident will be covered by this Policy subject to the Total or Partial Disablement first commencing during the current Policy Period and when the Covered Person is covered, unless such a claim is still a valid claim under the prior policy.

An Injury does not include a Sickness, a Pre-existing Condition, or any degenerative, congenital or other condition, that does not result directly and solely from the Accident that caused the Injury.

INSURED means the insured stated in the Schedule who pays premiums to Us in respect of Covered Persons.

INSURED EVENTS means the events specified for which benefits are payable with respect to Injury and/or Sickness as defined in this Policy.

LOSS OF LIMB means loss by physical separation of a hand at or above the wrist or of the foot at or above the ankle and includes the total and irrevocable loss of the use of the hand, arm or leg.

MAXIMUM BENEFIT PERIOD means the maximum period of time for which We will pay weekly benefits under Section A and B (or Top Up Benefits under Special Provision 4) as specified in this Policy wording and/or the Schedule and which commences after expiry of the applicable Waiting Period.

This period includes any period of Total or Partial Disablement even if We calculate that no benefits are payable under the Policy for that period.

All Total Disablement and Partial Disablement payable for the same condition (including related conditions) will be subject to one Maximum Benefit Period, so that the total period of time for which benefits will be paid in the aggregate for Total Disablement and Partial Disablement for the same condition will be limited to one Maximum Benefit Period.

MEDICAL PRACTITIONER means a legally qualified and registered medical practitioner who is not the Covered Person or a relative of the Covered Person and who is acting within the scope of their registration and pursuant to all relevant laws.

MENTAL DISORDER means any psychological or behavioural disorder, including, but not limited to, depression; stress; anxiety; neurotic, psychotic, mood, personality, and dissociative disorders; any condition that is a consequence of the treatment of any of these conditions; and any associated physical symptoms, including, but not limited to, physical fatigue.

MUSCULOSKELETAL SYSTEM means the muscles, bones, tendons, ligaments, joints (including vertebral discs), and cartilage of the body.

OFF ROAD MOTORCYCLING ACCIDENT means an Accident when the Covered Person is in charge of or operating a motorcycle of any description (including, but not limited to, road bikes, dirt bikes, trail bikes, motocross bikes, quad bikes and beach buggies) elsewhere than on a Public Road.

If the Accident occurs on Private Land it will be deemed to be an Off Road Motorcycling Accident for the purposes of this Policy, unless:

- 1) the motorcycle was registered for use on a Public Road and the Covered Person was licensed to operate it on a Public Road when the Accident occurred; and
- 2) the Accident occurred whilst the Covered Person was riding the motorcycle on the route normally taken to access a Public Road.

PARTIAL DISABLEMENT means that solely and directly as a result of an Injury or Sickness a Covered Person is unable to carry out a substantial part of the normal duties of his or her usual occupation and is under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner.

POLICY means the agreement between You and Us to provide insurance cover according to the terms, conditions and exclusions contained in this Policy wording, the Schedule and any attachments to the Schedule.

POLICY PERIOD means the period specified in the Schedule.

PRE-EXISTING CONDITION means any sickness, illness, disease, injury, disability or other condition (including any known symptoms or side effects of these):

- that the Covered Person first became aware of, or would reasonably have been expected to have been first aware of in the circumstances, or
- for which the Covered Person has had medical treatment or advice

prior to the commencement of his or her cover under the Policy or Previous Cover (as defined in General Condition 9), whichever is the earlier.

Such condition will not be a Pre-existing Condition if the Covered Person, since the commencement of his or her cover under the Policy (or any applicable Previous Cover as defined in General Condition 9), has been able to cease all treatment or advice for at least six consecutive months with the agreement of a Medical Practitioner. For the purpose of this Policy a Covered Person will not be regarded as “able to cease all treatment or advice” if further treatment or advice would be considered to be likely, expected or inevitable by a Medical Practitioner.

PREMIUM DUE DATE means, in the case of monthly paid premiums, the 15th day of each month, when the monthly premium instalment is payable.

PRIVATE LAND means any land whether publicly or privately owned that members of the public may not enter or may not remain on without permission.

PUBLIC ROAD means an area that is open to or used by the public and is developed for, or has one of its main uses, the driving or riding of motor vehicles with at least four wheels (including parking areas), but does not include:

- any dirt or other unsealed track or trail intended for use by vehicles with less than four wheels, or any undefined path, or
- any motocross track, motorcycle park or other circuit or area specifically built or intended (even if only temporarily) for recreation, including, but not limited to, racing, competing, testing, or time trials.

SCHEDULE means the schedule that We send to You with this document that contains Your specific insurance details.

SICKNESS means an illness or disease that:

- is not an Injury
- is not a Pre-existing Condition
- the Covered Person first became aware of while covered by this Policy, and
- continues for a period of not less than the Waiting Period from the date of commencement of medical treatment by a Medical Practitioner.

The Sickness must first become apparent during the Policy Period. However, if at the date the Sickness first became apparent the Covered Person was covered under a prior Protect Injury & Sickness policy issued to the Insured named in the Schedule, a claim for weekly benefits that results solely and directly from the Sickness will be covered by this Policy subject to the Total or Partial Disablement first commencing during the current Policy Period and when the Covered Person is covered, unless such a claim is still a valid claim under the prior policy.

SPOUSE/PARTNER means a Covered Person's legal spouse (or de facto partner with whom the Covered Person has continuously cohabited for not less than three consecutive months).

STATUTORY BENEFIT means a weekly or periodical benefit payment to a Covered Person by any transport or motor accident insurer or authority as a result of a transport accident.

TOP-UP BENEFIT means the Top-Up Benefit as specified in the Schedule and payable in accordance with Special Provision 4.

TOTAL AND PERMANENT DISABLEMENT means disablement resulting from an Injury and which has lasted for at least six months from the date of such Injury and which thereafter is beyond hope of improvement and which entirely prevents the Covered Person from carrying on any gainful profession, trade or occupation for which he or she is reasonably qualified by reason of education, training or experience.

TOTAL DISABLEMENT means that solely and directly as a result of Injury or Sickness the Covered Person is wholly and continuously prevented from engaging in all of his or her usual occupation and is under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner.

TRADESMAN means a Covered Person who is not an Apprentice.

WAITING PERIOD means the period of consecutive days stated in the Schedule during which no benefits are payable for Total Disablement or Partial Disablement, commencing on the first day of disablement after medical treatment is sought for Injury or Sickness.

WE/OUR/US means the insurer.

YOU/YOUR means the Insured stated in the Schedule.

GENERAL EXCLUSIONS

This Policy shall not apply to any Insured Event directly caused by or arising from:

1. any war, whether war be declared or not, hostilities or rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy however not including an Act of Terrorism.
2. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission), or nuclear weapons material, unless as a result of an Act of Terrorism
3. an Accident when the Covered Person is in charge of or operating a motor vehicle (including a motorcycle) or powered watercraft under the influence of intoxicating liquor or of a drug as defined in the motor vehicle or other laws applicable where the Accident occurs
4. an Accident when the Covered Person is in charge of or operating a motor vehicle (including a motorcycle) or powered watercraft that wasn't properly registered or the Covered Person wasn't appropriately licensed to be in charge of or operate that motor vehicle or watercraft according to the applicable registration and/or licensing laws;
5. intentional self-inflicted Injury or Sickness, suicide or attempt at it;
6. a Covered Person being a pilot or crew-member of any aircraft or engaging in any aerial activity except as a passenger in a properly licensed aircraft;
7. pregnancy, childbirth or miscarriage other than a complication arising from any of those conditions which requires hospitalisation in the first thirty-three (33) weeks of pregnancy (however, no benefit shall be payable during any period of maternity leave or for any complications arising after the thirty third week of pregnancy);
8. engaging in or taking part in or training for sports as a professional (where the majority of the Covered Person's income is derived directly or indirectly from the sport);
9. a criminal act committed by the Covered Person or a beneficiary of their benefits under this Policy;
10. a Covered Person suffering from any Mental Disorder (whether or not as a result of an Injury or a Sickness) unless the Covered Person is in receipt of workers' compensation benefits for that condition;
11. Acquired Immune Deficiency Syndrome (A.I.D.S.) Disease or Human Immunodeficiency Virus (H.I.V.) infection;
12. Chronic Fatigue Syndrome;
13. any Pre-existing Condition;
14. treatment or rehabilitation solely for substance abuse or dependency; or
15. the employment of the Covered Person except when covered under Insured Event 6 (Section C), Insured Event 8, 11 or 12 (Section D).

SPECIAL PROVISIONS

1. Benefits shall not be payable:

- a) Unless as soon as possible after the happening of any Injury or Sickness the Covered Person obtains and follows medical advice from a Medical Practitioner.

Benefit payments will cease if the Covered Person stops following medical advice, refuses or delays medical treatment (other than experimental treatment), or refuses to seek advice about or to follow a rehabilitation programme, which in the opinion of an independent medical practitioner could reduce the period of disablement.
- b) Under more than one of the Insured Events in respect of the same period of time except when a Covered Person is entitled to payment under more than one Insured Event as a result of the same Accident or Sickness.
- c) Under any Insured Events in excess of the Maximum Benefit Period specified in this Policy in respect of any one Injury or Sickness; further, all Total Disablement and Partial Disablement payable for the same condition (including related conditions) will be subject to one Maximum Benefit Period, so that the total period of time for which benefits will be paid in the aggregate for Total Disablement and Partial Disablement for the same condition will be limited to one Maximum Benefit Period.
- d) In excess of thirteen weeks under Section A for disablement as a result of an Injury suffered whilst engaging or participating to any extent whatsoever in any Amateur Sport or Extreme Sport/Activity or as a result of an Off Road Motorcycling Accident.
- e) Under Section E for a bone that was broken or fractured as a result of an Injury suffered whilst engaging or participating to any extent whatsoever in any Amateur Sport or Extreme Sport/Activity or as a result of an Off Road Motorcycling Accident.
- f) During the Waiting Period.
- g) Beyond the date of a Covered Person's death with the exception as described in Additional Benefit 4 (Funeral Expenses).
- h) Beyond a Covered Person's 65th birthday, subject to the "Additional Benefits" in this Policy wording and the Schedule.
- i) With respect to Section A and/or B, for any time after the expiry of the Waiting Period, during which the Covered Person receives sick leave or other not-at-work related payments either directly or indirectly from their Employer.
- j) In excess of twenty six weeks in aggregate for Total or Partial Disablement under Section B caused by or arising or resulting from any degenerative condition affecting a part of the Musculoskeletal System (including, but not limited to, osteoarthritis) or any other gradually developing deterioration of a part of the Musculoskeletal System.
- k) For any period of disablement before the Covered Person sought treatment from a Medical Practitioner unless it was not reasonably practicable to seek treatment sooner,
- l) in the case of weekly benefits, if the Covered Person is entitled to any Statutory Benefit, but subject to Special Provision 4 (Top Up Benefits),
- m) Beyond the date of voluntary early retirement or voluntary redundancy unless either of those things are the direct consequence of disablement that is a current and accepted claim under this insurance, or

- n) Beyond six months after the date of the commencement of the disability if a Covered Person suffers disablement whilst residing or traveling outside Australia unless the Covered Person returns to Australia.
2. Before We are required to determine Our liability to pay benefits with respect to any claim arising out of a motor vehicle Accident, the Covered Person must first lodge a claim for Statutory Benefits with the relevant transport or motor accident insurer or authority and provide Us with a copy of its written determination.

If a Covered person does not lodge a claim because he or she is not eligible to receive Statutory Benefits then We must be provided with reasons in writing from the insurer or authority stating why the Covered Person is not entitled to receive Statutory Benefits before We are required to determine Our liability to pay benefits.

3. If a Covered Person is able to return to work in a reduced capacity, and that work is available, but declines to do so then the benefit will be the amount that would have been payable under the Partial Disablement benefit had the Covered Person returned to work or 25% of the Total Disablement benefit, whichever is the lesser.
4. In the event of Injury or Sickness which entitles the Covered Person to a Statutory Benefit, We will pay the difference between the Statutory Benefit and the Top-Up Benefit for as long as the Covered Person is entitled to receive the Statutory Benefit or until the end of the applicable Maximum Benefit Period, whichever occurs first. We will cease paying a Top-Up Benefit when the Statutory Benefit ceases and no further claim will be accepted or paid with respect to the Injury or Sickness that entitled the Covered Person to the Statutory Benefit. This is subject to Special Provision 5 below.

If a Covered Person is entitled to receive Statutory Benefits as a result of engaging or participating in an Extreme Sport/Activity or as a result of an Off Road Motorcycling Accident We will only pay Top-Up Benefits subject to a Maximum Benefit Period of thirteen weeks.

5. If we are paying a Top-Up Benefit and the Covered Person surrenders, commutes, redeems or releases his or her claim or entitlement for Statutory Benefits (whether in whole or in part), the total amount of benefits under this Policy will reduce by the amount of payment to which the Covered Person would have been entitled or had the right to claim.
6. Benefits will be paid at the rate of one-seventh (1/7th) of the weekly benefit for each day of Disablement.
7. Benefits will be available with respect to Injury or Sickness first manifesting itself during a period of unpaid leave, provided that the unpaid leave was for a period no greater than 28 days and was both voluntary and authorised.
8. If a Covered Person is entitled to a Capital Benefit under Section E and, as a result of the same Accident, is also in receipt of weekly benefits under Section A, the Capital Benefit will only become payable after weekly benefits have ceased.
9. If We inadvertently pay a Covered Person in excess of their entitlement to weekly benefits under either Section A or Section B, We reserve the right to recover that overpayment, including by deducting the excess amount from any amounts subsequently payable under this Policy in respect of the same Accident or Sickness.
10. If a Covered Person suffers a recurrence of Total and/or Partial Disablement from the same or related cause or causes, the subsequent period of Total and/or Partial Disablement will be deemed to be a continuation of the prior period unless between such periods the Covered Person has worked on a full-time basis for at least six consecutive months performing all the duties of their usual occupation, in which case the subsequent period of Total and/or Partial Disablement shall be deemed to have resulted from a new Injury or Sickness and a new Waiting Period shall apply.

11. Benefits shall be payable fortnightly in arrears, or such other period as may be agreed from time to time and case to case, commencing at the end of the first fortnight after the Waiting Period.
12. We will be entitled to reduce the weekly benefits payable to a Covered Person if he or she is engaged in gainful work or occupation, except if the work or occupation existed prior to the disablement and it is not related to or replacing the work for which weekly benefits are being claimed under this Policy. The weekly benefit will be reduced by the amount that the combined total of the weekly benefit and the other earnings exceeds the average weekly "Income" (as defined in this Policy).
13. Weekly Benefits will be reduced by any other benefits or compensation the Covered Person is entitled to receive or entitled to claim for lost Income (whether a periodical payment, lump sum or otherwise, but not including any payment in respect of pain and suffering) from any other source as a result of the same condition.

If the Covered Person surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or in part), or defers the payment of such claim or entitlement (including by adjusting the waiting period applicable under another policy of insurance), the total amount of benefits under this Policy will reduce by the amount of payment to which the Covered Person would have been entitled or had the right to claim. Benefits or entitlements received from other sources after Weekly Benefits have been paid under this Policy must be refunded by the Covered Person to Us.

If the Covered Person does not actively and continuously pursue all benefits, compensation or damages from all other sources in relation to lost Income, we will not pay Weekly Benefits to the Covered Person, unless the Covered Person provides us with evidence to our satisfaction that any such claims for benefits, compensation or damages do not have any reasonable prospect of success.

14. In the event that a Covered Person who is in receipt of a claim has their employment terminated by their Employer, We will continue to pay the claim subject to the continuation of the Total Disablement or Partial Disablement which first caused the claim, subject to the applicable Maximum Benefit Period.
15. If we become liable for any taxes or duties levied by the federal or any state government other than those already included in the agreed premium rate, We reserve the right to increase the rate to cover any increase in taxes or duties. If any taxes or duties are decreased We will decrease the agreed rate in line with any decrease in any taxes or duties.
16. We will not pay any benefit that, if paid, 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 overseas).

ADDITIONAL BENEFITS

1. Over 65

All sections of this policy cover persons 65 years of age or over, subject to the following:

1. the Maximum Benefit Period will be limited to 52 weeks under Section A and section B for all Covered Persons between 65 and 69 years of age (unless a shorter period applies as stated in the Policy or the Schedule),
2. the Maximum Benefit Period will be limited to 26 weeks under Section A and section B for all Covered Persons between 70 and 74 years of age (unless a shorter period applies as stated in the Policy or the Schedule),
3. if a Covered Person is on claim and receiving weekly benefits under Section A or B when he or she turns 65 or 70, weekly benefits will only continue for the Maximum Benefit Period stated in points 1 or 2 of this additional benefit, or until the applicable Maximum Benefit Period stated in the Policy is exhausted, whichever happens first,
4. the Policy will not cover persons 75 years of age or over and benefits shall not be payable beyond a person's 75th birthday, and
5. no benefits are payable under Insured Events 7 or 8
6. the benefit payable under Insured Events 6, 11 or 12 is limited to \$75,000

2. Return to work assistance

In the event of the payment of a claim under Section A or B of this Policy, We at Our absolute discretion may elect to assist the Covered Person in arranging for training or advice from a licensed vocational school. Assistance may also include family counseling to help the Covered Person and his or her family cope with the Covered Person's disability and to enable the Covered Person to live an independent life.

Assistance will only be considered if it is recommended by the Covered Person's Medical Practitioner. Assistance will not be available if it can be received from any other source. Further, We will not pay any benefit that, if paid, would constitute the carrying on of a "health insurance business" as defined under the *National Health Act 1953*, the *Private Health Insurance Act 2007* or any succeeding legislation to those Acts, or would result in a breach of the provisions of the *Health Insurance Act 1973*.

The maximum amount payable by Us under this clause is \$20,000 and will only be offered at Our absolute discretion.

3. Rehabilitation assistance

In the event of the payment of a claim under Section A or Section B of this Policy, We at Our absolute discretion may elect to assist the Covered Person in arranging for professional assistance to improve their physical and/or emotional condition. Assistance may also include special equipment for, and/or modifications to, the Covered Person's residence or workplace.

Assistance will only be considered if it is recommended by the Covered Person's Medical Practitioner. Assistance will not be available if it can be received from any other source. Further, We will not pay any benefit that, if paid, would constitute the carrying on of a "health insurance business" as defined under the *National Health Act 1953*, the *Private Health Insurance Act 2007* or any succeeding legislation to those Acts, or would result in a breach of the provisions of the *Health Insurance Act 1973*.

The maximum amount payable by Us under this clause is \$20,000 and will only be offered at Our absolute discretion.

4. Funeral Expenses

In the event of the death of a Covered Person as a result of Injury or a Specified Sickness, We will pay for the reasonably and necessarily incurred expenses for the burial or cremation of the Covered Person, or the cost of returning the Covered Person's body or ashes to their country of residence, up to a maximum of \$10,000 per person.

For the purpose of this clause a Specified Sickness shall include the following:

Specified Sickness
1. Cancer
2. Ischemic heart diseases
3. Cerebrovascular diseases
4. Chronic lower respiratory diseases
5. Diabetes
6. Heart failure
7. Diseases of the urinary system
8. Influenza and pneumonia
9. Cardiac arrhythmias
10. Hypertensive diseases
11. Liver disease
12. Epilepsy
13. Kidney disease
14. Atherosclerosis
15. Pulmonary heart disease
16. Nonrheumatic valve disorders
17. Cardiomyopathy
18. Cardiac arrest
19. Septicaemia
20. Aortic Aneurysm
21. Appendicitis, hernia and intestinal obstruction
22. Infectious diseases

5. Hospitalisation from Mental Disorders

Notwithstanding General Exclusion 10, weekly benefits may be payable for a Mental Disorder at Our discretion subject to the terms of this clause.

For consideration to be given the following criteria must be met:

1. the primary diagnosis causing Disablement is a diagnosed Mental Disorder ("the primary diagnosis"); and
2. the Covered Person has been admitted as an inpatient to a private or public hospital or clinic, either voluntarily or involuntarily, as a result of the primary diagnosis and upon the recommendation of a qualified and legally registered psychiatrist; and
3. the Covered Person is receiving treatment from a qualified and legally registered psychiatrist for the primary diagnosis, and
4. the person had been a Covered Person under the Policy for a continuous period of 12 consecutive months immediately preceding the date of hospitalisation.

The following terms also apply:

- a) benefits will be paid for a maximum of nine weeks for any one claim and in the aggregate for all claims per Covered Person during the Policy Period; and
- b) benefits will only commence after the Waiting Period; and
- c) benefits will not be payable for any period prior to hospitalisation; and
- d) hospitalisation and/or rehabilitation solely due to substance abuse or dependency will not be covered unless the abuse or dependency is secondary to the primary diagnosis; and
- e) General Exclusion 5 will not apply to this clause to the extent that cover may be available even if hospitalisation is the result of intentional self-inflicted injury or suicide (or attempt at it); and
- f) General Exclusion 13 will not apply to this clause.

Cover under this clause will only be granted at Our absolute discretion.

6. Emergency Home Help

If as a result of the occurrence of Insured Events 1 and/or 2 or Insured Events 3 and/or 4, a Covered Person is unable to carry out Domestic Duties that he or she personally carried out prior to the Total or Partial Disablement, We will pay for the cost of reasonably and necessarily incurred Domestic Duties expenses up to a maximum of \$250 per week payable after the fourteenth (14th) consecutive day of treatment by a Medical Practitioner for an aggregate period not exceeding twenty-six (26) weeks.

Benefits will only be paid under this clause whilst benefits are also being paid under Sections A or B or Top Up Benefits under Special Provision 4.

The following extra conditions apply to this Additional Benefit:

- 1. child-minding services and domestic help must be carried out by persons other than members of the Covered Person's or the Covered Person's Spouse/Partner's immediate family or other relatives or persons permanently living with the Covered Person,
- 2. child-minding services and domestic help are to be certified in writing by a Medical Practitioner as being unable to be performed by the Covered Person,
- 3. We will determine what are reasonable and necessarily incurred Domestic Duties expenses in the circumstances, and
- 4. payment of Domestic Duties expenses that We have approved is subject to a tax invoice being rendered by the third party provider of those services.

7. Chauffeur plan

On the occurrence of Insured Events 1 and/or 2 or Insured Event 3 and/or 4, We will at Our discretion reimburse the actual expenses incurred for the hire of a taxi or a chauffeur-driven car or other such costs necessarily incurred in maintaining the Covered Person's mobility to attend his or her scheduled medical or rehabilitation appointments (provided those appointments are necessary as a result of the occurrence of the Insured Event) or to attend his or her place of work to perform work in a reduced capacity (provided such work is agreed, available and medically approved) up to an amount not exceeding \$1,000 per month for a maximum period not exceeding six (6) months. Benefits will only be paid under this clause whilst benefits are also being paid under Sections A or B or Top Up Benefits under Special Provision 4.

8. Domestic Duties assistance

In the event of a Covered Person's Spouse/Partner, who is not employed and performs full-time non-income earning Domestic Duties, suffering an Injury and/or Sickness and is unable to continue to carry out their ordinary Domestic Duties, We will pay for the cost of reasonably and necessarily incurred Domestic Duties expenses up to a maximum of \$200 per week payable after the fourteenth (14th) consecutive day of treatment by a Medical Practitioner for an aggregate period not exceeding ten (10) weeks upon receipt of invoices for those Domestic Duties.

The following extra conditions apply to this Additional Benefit:

1. child-minding services and domestic help must be carried out by persons other than members of the Covered Person's or the Covered Person's Spouse/Partner's immediate family or other relatives or persons permanently living with the Covered Person,
2. child-minding services and domestic help are to be certified in writing by a Medical Practitioner as being unable to be performed by the Covered Person's Spouse/Partner,
3. We will determine what are reasonable and necessarily incurred Domestic Duties expenses in the circumstances, and
4. payment of Domestic Duties expenses that We have approved is subject to a tax invoice being rendered by the third-party provider of those services.

GENERAL CONDITIONS

1. Australian Law

Your Policy is governed by the laws of the state or territory where this Policy was issued and any dispute or action in connection with Your Policy shall be conducted and determined by the courts of that state or territory.

2. Premium instalments

If a premium or an instalment of a premium becomes due for payment and:

- a) You fail to make the payment in the specified manner, or
- b) the payment is thirty days overdue, then

We will not pay any claim that first arises after the premium or instalment became due until the premium has been paid.

This condition applies as each and every premium or instalment of a premium becomes due and cannot be disregarded because We may have previously accepted an instalment after thirty days.

Notwithstanding any other provision of this Policy, if premiums remain in arrears for a further period of thirty days after We have notified You in writing of Your non-payment of premium then We may cancel this Policy immediately without further notice.

3. Cooling off

You have 14 days after the final cover under this Policy has been activated to decide if the Policy meets Your needs.

You may cancel Your Policy by advising Us that You wish to cancel Your Policy.

If You do this We will refund any premiums You have paid during the cooling off period, unless You have made a claim, or anything else has occurred for which a claim is payable, during the cooling off period.

4. Cancellation

- a. You may cancel this Policy at any time by telephoning Us and then providing Us with confirmation of Your instruction in writing.
- b. We have the right to cancel this policy where permitted by law. We may cancel:
 - i. if You failed to comply with Your duty of disclosure, or where You have made a misrepresentation to Us during negotiations prior to the issue of this Policy, or
 - ii. where You have failed to comply with a provision of Your policy, including the term relating to payment of premium, or where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You.
- c. If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk and reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover.

5. Fraud

Any fraudulent mis-statement or non-disclosure by You 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 1984* including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the Policy.

6. Non-Imputation

Failure by You or a Covered Person to comply with any terms and conditions of this Policy shall not prejudice the right of any other party to indemnity under this Policy. However, indemnity is only provided to You or a Covered Person who is innocent of and had no prior knowledge of such failure. A party shall as soon as practicable after becoming aware of the failure advise Us in writing of all relevant facts.

7. Clerical error

Any clerical error by any of the parties to this insurance shall not invalidate it.

8. Subrogation

a) If We make weekly payments under the Policy to a Covered Person, to the extent the Covered Person may have a cause of action for damages against any other person arising out of the Insured Event giving rise to indemnity under this Policy, We retain the right of subrogation and repayment by way of an action to be brought in the name of the Covered Person against the third party. Both You and the Covered Person must provide reasonable assistance to Us in pursuing any such rights.

b) If the Covered Person brings a claim for damages in their own name against another person arising out of the Insured Event giving rise to indemnity under this Policy and the Covered Person is successful in recovering damages against the other person then the Covered Person will repay to Us out of any such award of damages any sum awarded for loss of income or economic loss for the same period during which the Covered Person received benefits under this policy. We will provide reasonable cooperation to the Covered Person or their legal advisers in bringing any such action.

9. Previous Cover

Where a Covered Person was covered by Previous Cover (as defined below) at the commencement of his or her cover under this Policy, We will pay weekly benefits under Section A and B (including Top Up Benefits) for disablement during the Policy Period for any Injury or Sickness that first declared itself during the period of the Previous Cover provided that:

- i. the Total or Partial Disablement commences during the Policy Period and when the Covered Person is covered by this Policy; and
- ii. the Covered Person had been continuously insured without interruption by the Previous Cover and this Policy between the date the Injury or Sickness first declared itself and the date of Total or Partial Disablement; and
- iii. the Injury or Sickness is not a Pre-Existing Condition prior to the Previous Cover; and
- iv. the Covered Person is not entitled to any loss-of-income-related benefits under the Previous Cover or any other insurance policy with respect to the same Injury or Sickness.

“Previous Cover” means a previous policy of insurance or self-insurance scheme that covered the Covered Person and which this Policy directly replaces and which covered the Covered Person at its expiry date so that the Covered Person has been continuously insured by the Previous Cover and this Policy.

However, if a Covered Person had received weekly benefits for disablement for a period of at least six months while covered under the Previous Cover, the Maximum Benefit Period under this Policy will be reduced by the previous period for which benefits were received if they were paid for the same or a related condition.

10. Service of suit

The underwriters hereon agree that:

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

Lloyd's Australia Limited
Level 9, 1 O'Connell Street
SYDNEY NSW 2000
AUSTRALIA

Telephone: (02) 8298 0783
Facsimile: (02) 8298 0788

who has authority to accept service and to enter an appearance on Lloyd's behalf, and who is directed at the request of the Insured to give a written undertaking to the Insured that he will enter an appearance on Lloyd's behalf.

- c) If a suit is instituted against one of the underwriters, all underwriters hereon will abide by the final decision of such Court or any Appellate Court.

11. Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

12. Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CLAIMS CONDITIONS

1. Claim procedures

- a) To make a claim for benefits under this Policy a Covered Person must send a completed claim form to ATC as follows:

ATC Insurance Solutions Pty Ltd
Level 4, 451 Little Bourke Street
Melbourne Vic 3000

Claim forms can be obtained from ATC's website (www.atcis.com.au) or upon request by telephoning ATC on 1800 994 694.

- b) At their expense, the Covered Person must provide ATC with all certificates and evidence required by Us (including the completed claim form) to enable Us to assess Our liability for the claim. This information must be received by ATC within 90 days after the Insured Event. Any failure to supply this information within this period shall not invalidate or prejudice the claim if it was not reasonably possible to do so, provided that it is supplied to ATC as soon as is reasonably possible and in no event (except in the absence of legal capacity) no later than 12 calendar months from the date of the Insured Event.
- c) In order to assess a claim and ongoing benefits a Covered Person shall submit to medical examination at Our expense as often as is reasonably required.

2. Time of payment of claim

Subject to Special Provision 8, benefits other than periodic payments will be paid upon receipt of due written proof of the claim. Periodic payments will be paid fortnightly in arrears, or such other period as may be agreed from time to time and case to case, commencing at the end of the first fortnight after the Waiting Period.