

Group Personal Accident Insurance

your policy

Policy Wording and Product Disclosure Statement (PDS)

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Product Disclosure Statement (PDS)

Group Personal Accident & Sickness Insurance

The Purpose of this PDS

This Product Disclosure Statement (PDS) contains important information about the Group Personal Accident Policy (Policy). This PDS sets out significant benefits of the Policy. It is designed to help You decide if the insurance is right for You. For full details of the benefits, limitations, exclusions, terms and conditions of the Policy, read the Policy Wording carefully before deciding whether to purchase the insurance.

The Coverholder

This insurance is issued by [Epsilon Underwriting Agencies Pty Ltd](#) (ABN 68 097 402 134) (AFSL 245612) of Suite 1503, Level 15, 1 Market Street, Sydney NSW 2000 on behalf of the insurer. EPSILON is the Coverholder under an authority from the insurer.

The Policy is underwritten by certain underwriters at Lloyd's. When arranging this Policy or agreeing to insure You, EPSILON is acting under a binder agreement as an agent of the insurer and not as an agent for You or any Insured Person. References to 'We' and 'Us' in this document means the insurer.

About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. Around 80 syndicates underwrite insurance at Lloyd's, covering all classes of business. Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia, and strives to comply with the agreement it has made under the General Insurance Code of Practice.

Cooling-Off Period

We will refund all of the Premium You pay for insurance under the Policy if You request cancellation of the insurance within 21 days of when Your insurance under the Policy commenced. To do this You must advise EPSILON in writing. You will not receive a refund if You have made a claim under the insurance during the cooling-off period.

Privacy

EPSILON is committed to the protection of Your privacy in accordance with the Privacy Act 1988 (Cth) and Australian Privacy Principles.

EPSILON will only collect personal information about You which is relevant for the purposes of providing the insurance and handling claims. EPSILON may share this information with other people who are involved in providing the insurance and dealing with a claim (including reinsurers, assessors, medical practitioners, lawyers and the policyholder). If You don't provide Us with full personal information, We can't provide the insurance.

EPSILON may disclose Your information to reinsurers who may be located overseas. Lloyd's is regulated by the European Union data protection laws which offer similar protection to the Privacy Act and Lloyd's has agreed to handle information for Australian policyholders and Insured Persons in accordance with the Privacy Act. If a recipient is not regulated by laws which protect Your information in a way that is similar to the Privacy Act, EPSILON will seek Your consent before disclosing Your information to them.

For more information about how to access the information We or EPSILON hold about You, how to have it corrected and how to complain if You think We or EPSILON have breached the privacy laws, access a copy of Our Privacy Policy which can be found at <http://www.epsiloninsurance.com/about-us/privacy/> or by requesting a copy from EPSILON on (02) 9299 3466 or email to: info@epsiloninsurance.com

Your Duty of Disclosure

EPSILON will ask You questions as Our coverholder and agent. You have a duty of disclosure which applies at the time of making Your application and until You are covered by the Policy for the first time. It also applies whenever You renew, extend, vary or reinstate Your insurance.

What You must tell Us

When answering Our questions, You must be honest and You have a duty under law to tell Us anything known to You, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers to decide whether to insure You and on what terms.

Who needs to tell Us

It is important that You understand You are answering Our questions in this way for yourself and anyone else whom You want to be covered by the insurance.

If You do not tell Us

If You do not answer Our questions in this way, We may reduce or refuse to pay a claim, or cancel Your insurance. If You answer the questions fraudulently, We may refuse to pay a claim and treat Your insurance as if it never existed.

How to make a Claim

You must notify EPSILON or Our authorised agent in writing within thirty (30) days of an event that is likely to give rise to a claim. If it is not possible to notify EPSILON or Our authorised agent within that time, You must notify them as soon as reasonably possible.

Once notified of a claim, EPSILON or Our authorised agent will provide You with claim forms. You must fully complete and return the claim forms to EPSILON or Our authorised agent together with such other information and documentation that We, EPSILON or Our authorised agent require in order to consider the claim. This information can include health certificates, medical practitioners' reports, employer reports and related evidence of Your claim.

What the Policy covers

Refer to the Policy Wording for full details of benefits, terms, conditions and exclusions.

Accidental Total Permanent Disablement	Lump sum accidental total permanent disablement benefit – 100% of the amount shown in Your Certificate of Insurance.
Accidental Death	Lump sum Accidental Death benefit – 100% of the amount shown in Your Certificate of Insurance.
Temporary Total and Temporary Partial Disablement benefits	Weekly disablement benefits as a result of Injury or Sickness for Temporary Total Disablement and Temporary Partial Disablement as shown in Your Certificate of Insurance.
Lump Sum benefits for Injury or Sickness resulting in surgery	Lump sum benefits for surgery as a result of Sickness or Injury occurring outside of Australia as shown in Your Certificate of Insurance.
Weekly benefits for up to 104 weeks	Weekly benefits are payable for up to a maximum period of 104 weeks (or as specified in the Certificate of Insurance).
Exposure to the elements and disappearance	Includes lump sum benefits for death and/or disablement as a result of exposure to the elements as a result of an Injury or disappearance.
Personal Wellbeing	Accidental HIV Infection Benefit Advanced Payment, Escalation of Claim Benefit, Domestic Help Benefit, Rehabilitation Benefit, Unexpired Membership Benefit.
Corporate Protection	Cover for Chauffeur Benefit, Corporate Image Protection and Replacement Staff/ Recruitment Costs, Funeral Expenses, Workplace Assault and Trauma Benefit and Workplace Modification.

What the Policy doesn't cover

Refer to the Policy Wording for full details of benefits, terms, conditions and exclusions. No benefits are payable under the Policy where the Injury or Sickness:

War, Civil War or Terrorism	Occurs as a result of War or warlike operations, Civil War, Terrorism or revolution.
Professional Sports	Results from You engaging in any sport where You receive a fee or monetary reward for participating.
Air travel	Results from engaging in air travel or aerial activities except where You are travelling as a passenger in a properly licensed aircraft.
Intentional or self-inflicted	Is deliberately self-inflicted or intentionally caused by You.
Criminal acts	Results from a criminal act committed by You or any other beneficiary of the benefits under this insurance.
Age limits	Occurs after You reach seventy (70) years of age.
Pre-Existing Medical Conditions	Results from Pre-Existing Medical Conditions as defined.
Sexually transmitted diseases, AIDS/HIV	Is a sexually transmitted disease, A.I.D.S or H.I.V infection except to the extent that it is covered under Personal Wellbeing – Accidental HIV Infection.
Alcohol or drugs	Is caused by You whilst exceeding the lawful blood alcohol limit, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of non-prescription drugs, including abuse of prescription drugs.
Stress, depression or anxiety	Results from neurosis, psycho-neurosis, 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 the Insured Person is being treated by or has been referred to a psychiatrist, psychologist or similar specialist.
Nuclear exposure or radioactivity	Occurs as a result of the use, existence or escape of nuclear weapons material or ionizing radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
Health Insurance Act	Results in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth).

Limits on benefits

Lump Sum Benefits	No benefit shall be payable for more than one condition in respect of the same Injury, in which case the highest benefit will be payable.
Waiting Period	No weekly benefits are payable for disablement during the Waiting Period stated in the Certificate of Insurance.
Beyond the maximum benefit period	As specified on the Certificate of Insurance, in respect to any one Injury or Sickness.
Able to return to work in a reduced capacity	Weekly benefits will be reduced to 30% if You are able to return to work with Your employer in a reduced capacity but elect not to do so.
Fit to return to work	Weekly benefits will cease once You are deemed it to return to work by a Doctor.
Death	Weekly and other benefits will cease when You die.
Failure to follow medical advice	If You fail to follow the advice of or undertake the recommended treatment by a Doctor for the current disability.

Overdue Premium

Your Premium for this insurance must be paid within 30 days from the due date otherwise You are not entitled to make a claim and We may cancel Your insurance.

Costs

The Premium payable by You will be shown on Your Certificate of Insurance. The Premium is calculated taking into consideration a number of risk factors including the occupations of the employees, the age of the employees, the Waiting Period chosen, the sums insured and Your previous insurance history.

Premiums are subject to Commonwealth and State taxes and/or charges where applicable. They can include GST, stamp duty, and any other charges.

Dispute Resolution

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. These are set out below:

Step 1	Any enquiry or complaint relating to this Policy or a claim should be addressed to EPSILON as Lloyd's insurance intermediary (the coverholder) in the first instance – in most cases this will resolve Your grievance.	EPSILON will acknowledge Your enquiry or complaint immediately by telephone or email. EPSILON aims to resolve Your complaint where possible within 5 business days.
Step 2	<p>If Step 1 does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should contact:</p> <p>Lloyd's Australia Ltd Level 9 1 O'Connell Street Sydney NSW 2000 Australia</p> <p>T +61 (0)2 8298 0700 F +61 (0)2 8298 0788 Email: ldraustralia@lloyds.com</p> <p>Please contact Lloyd's first to discuss Your dispute. Depending on the nature of Your dispute, You may be referred to an alternative complaints scheme for resolution at this point.</p> <p>When You lodge Your dispute with Lloyd's, Lloyd's will usually require the following information:</p> <ul style="list-style-type: none"> • Name, address and telephone number of the policyholder • The type of insurance policy involved (household, motor, etc.) • Details of the policy concerned (policy and/or claim reference numbers, etc.) • Name and address of the agent through whom the policy was obtained • Details of the reasons for lodging the complaint • Copies of any supporting documentation You believe may assist 	<p>Your dispute will be acknowledged in writing within 5 working days of receipt, and will be reviewed by a person with appropriate authority to deal with the dispute.</p> <p>The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases You will receive a full written response to Your dispute within 15 working days of receipt.</p> <p>If Your dispute cannot be finalized within that time, Lloyd's will continue to work on it and Lloyd's will regularly advise You of its progress.</p> <p>Lloyd's investigation will include discussions with the various parties involved and a review of all papers and documentation relating to the dispute where appropriate</p>
Step 3	<p>If Your dispute is not resolved in a manner satisfactory to You, Lloyd's will then provide You with details about the Financial Ombudsman Service Limited (FOS), which is an independent body that operates nationally in Australia and aims to resolve disputes between policyholders and their insurers. This service is free of charge to You.</p> <p>Disputes relating to domestic and some small business general insurance policies can be reviewed under FOS if they remain unresolved following the procedures outlined above. You should contact, Financial Ombudsman Service Limited, GPO Box 3, Melbourne VIC 3001 Tel: 1800 367 287 (1800 FOS AUS)</p> <p>Retail clients not eligible for referral to the FOS, and wholesale clients, may be eligible for referral to the Financial Ombudsman Service (UK). Such referral must occur within 6 months of the final decision by the Policyholder & Market Assistance Department at Lloyd's. Further details will be provided by the Policyholder & Market Assistance Department with their final decision to You.</p>	Your dispute must be referred to the FOS within 24 months of the date of Lloyd's written decision.

How to Contact Us

If You have any questions or would like further information about the Policy or the PDS, You may contact Epsilon Underwriting on telephone number (02) 9299 3466, or alternatively by writing to Us at the following address:

Epsilon Underwriting Pty Ltd
Suite 1503, Level 15
1 Market Street,
Sydney 2000 Australia

Group Personal Accident & Sickness Insurance

Coverage

Subject to the terms, conditions and exclusions contained in this Policy, We will cover Insured Persons or the Insured against Events described in this Policy, provided that;

1. the Insured has paid or agreed to pay the Premium required for this insurance; and
2. the type of cover is specified on the Certificate of Insurance as applying to that Insured Person.

Definitions

For the purpose of the Policy, the following important definitions apply when used in this Policy Wording. Any word or expression to which a specific meaning has been given in any part of this Policy shall bear this meaning wherever it may appear capitalized;

ACCIDENT means 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 the Insured Person.

ACCIDENTAL DEATH means the death of an Insured Person as a result of an Accident.

EPSILON means Epsilon Underwriting Agencies Pty Ltd, Suite 1503 Level 15, 1 Market Street, Sydney, 2000 QLD (ABN 68 097 402 134) on behalf of the Underwriters.

CERTIFICATE OF INSURANCE means the Certificate of Insurance attaching to and forming part of the Policy or any subsequently substituted Certificate of Insurance.

CIVIL WAR means 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 means a fracture in which the bone is broken completely across and no connection is left between the pieces.

DEPENDANT CHILDREN means 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 means a person legally qualified and registered to practice medicine in Australia and who is a person other than the Insured Person, their relatives, business partners, shareholders or employees. Chiropractors, physiotherapists and alternative therapy providers are not regarded as a Doctor.

DOMESTIC DUTIES means the usual and ordinary Domestic Duties undertaken by someone as a homemaker and could include child-minding and home help services.

EFFECTIVE DATE OF INDIVIDUAL COVER means for each Insured Person the latter of the commencement of the Period of Insurance stated in the Certificate of Insurance 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 means 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 Certificate of Insurance.

EVENT(S) means the Event(s) described in the relevant Table of Events in this Policy Wording.

FINGERS, THUMBS OR TOES mean the digits of a Hand or Foot.

FOOT means the entire Foot below the ankle.

HAIRLINE FRACTURE means mere cracks in the bone.

HAND means the entire Hand below the wrist.

INJURY means a bodily injury resulting from an Accident which occurs during the Period of Insurance and is not a Sickness and which;

- a) results in any of the Events set out in the Table of Events shown under Parts A, B, C, F and/or G within twelve (12) months of the Accident; and
- b) results solely and independently of any other causes other than:
 - i. the Accident; and/or
 - ii. Sickness directly resulting from medical or surgical treatment rendered necessary by the Accident; and
 - iii. may include an Injury caused by an Insured Person being directly and unavoidably exposed to the elements as a result of an Accident.

INSURED means the Insured specified on the Certificate of Insurance as the Insured.

INSURED PERSON means such person or persons as described on the Certificate of Insurance, 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.

LOSS means 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.

LIMB(S) means the entire Limb between the shoulder and wrist or between the hip and ankle.

OTHER FRACTURE means any fracture other than a Complete Fracture, Hairline Fracture or Simple Fracture.

PARAPLEGIA means the Permanent loss of use of both legs and the Permanent loss of use of the whole or part of the lower half of the body.

PERIOD OF INSURANCE means the period stated on the Certificate of Insurance or such shorter time if the Policy is terminated.

In respect of an Insured Person, the period from the Effective Date of Individual Cover to the end of the Period of Insurance stated in the Certificate of Insurance or such shorter time if the Policy is terminated.

PERMANENT means 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 means total disablement which is Permanent and is as a result of an Accident and which entirely prevents the Insured Person forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by training, education or experience.

POLICY means this Policy Wording, the Certificate of Insurance and any other documents such as endorsements that We may issue and advise will form part of the Policy.

POLICY WORDING means this document.

PRE-EXISTING MEDICAL CONDITION means any illness, disease, syndrome, disability or other condition, including any symptoms which;

1. the Insured Person is aware or a reasonable person in the circumstance would be expected to have been aware; and
2. which the Insured Person has 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 means the Premium as shown on the Certificate of Insurance that is payable by the Insured in respect of this Policy.

PROFESSIONAL SPORT means any sport for which an Insured Person receives any fee or monetary reward as a result of their participation.

SALARY means 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 the Insured Person has been employed (or self-employed) in their occupation at the time the disability occurred; subject to:

- a) in the case of an Employee remunerated by wages or salary, income includes any allowances that are payable to the Employee as part of the Employee's remuneration, whether in addition to the Employee's 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 of a self-employed person, income is net of business costs and expenses incurred in deriving that income.

SEEK EMPLOYMENT means 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.

SIMPLE FRACTURE means 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 means the Insured Person's husband or wife living with the person or any person of either sex living in a de-facto marital relationship with the person.

TEMPORARY PARTIAL DISABLEMENT means that in the opinion of a Doctor, the Insured Person is 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 means that in the opinion of a Doctor, the Insured Person is 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 means 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 organization, 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 means a sound and natural permanent Tooth but does not include first or milk teeth, dentures or implants.

UNDERWRITER(S) means certain Underwriters at Lloyd's.

WAITING PERIOD means the period specified on the Certificate of Insurance during which no Benefits are payable by Us in relation to Section 1 - Part B or Part D (Weekly Benefits).

WAR means 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 means the Underwriters.

YOU/YOUR means the Insured.

Section 1 – Personal Accident & Sickness

Extent of Cover

Personal Accident

If during the Period of Insurance an Insured Person suffers an Accident which directly results in an Injury which results in the occurrence of any of the Events set out in the Table of Events shown under Parts A, B, C, F and/or G, We will pay the benefit set out. However, the Event 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 shown in the Table of Events under Parts D and/or E.

Table of Events

Part A – Lump Sum Benefits

Cover for an Event under this Part applies only if an amount for that Event is shown on the Certificate of Insurance against Part A – Lump Sum Benefits.

The Events The following Event(s) must occur within twelve (12) months of the date of the Accident	Benefit Amount Being a percentage of the amount shown on the Certificate of Insurance under Part A – Lump Sum Benefits
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Permanent and incurable insanity	100%
5. Permanent Loss of both eyes	100%
6. Permanent Loss of one eye	100%
7. Permanent Loss of use of one (1) or more Limbs	100%

The Events The following Event(s) must occur within twelve (12) months of the date of the Accident	Benefit Amount Being a percentage of the amount shown on the Certificate of Insurance under Part A – Lump Sum Benefits
8. Permanent Loss of hearing of: a) both ears b) one (1) ear	100% 20%
9. Third degree burns and/or resultant disfigurement which covers more than forty (40) percent of the entire external body	50%
10. Permanent total loss of use of four (4) Fingers and Thumb of either Hand	75%
11. Permanent total loss of use of Four (4) Fingers of either Hand	40%
12. Permanent total loss of use of the Thumb of either Hand; a. both joints b. one (1) joint	30% 15%
13. Permanent total loss of use of Fingers of either Hand; a) three (3) joints b) two (2) joints c) one (1) joint	10% 7.5% 5%
14. Permanent total loss of use of Toes of either Foot; a) all – one Foot b) great – both joints c) great – one joint d) other than great Toe – each Toe	15% 5% 3% 1%
15. Fractured leg or patella with established non-union	10%
16. Shortening of leg by at least 5cm	5%

The Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown on the Certificate of Insurance under Part A – Lump Sum Benefits
17. Loss of at least fifty (50) percent of all Teeth.	1% per Tooth (up to a maximum of \$10,000 in total)
18. Shortening of leg by at least five (5) centimetres	10%
19. Permanent partial disablement not otherwise provided for under Events 8 – 18	Such percentage of the lump sum amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 8 to 18.

Part B – Weekly Benefits – Injury

Cover for an Event under this Part applies only if an amount for that Event is shown on the Certificate of Insurance against Part B – Weekly Benefits - Injury.

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

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 Certificate of Insurance 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.

The Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown on the Certificate of Insurance under Part C – Injury Resulting in Surgery
22. Craniotomy	100%
23. Amputation of a Limb	100%
24. Fracture of a Limb 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

Cover for an Event under this Part applies only if an amount for that Event is shown on the Certificate of Insurance against Part D – Weekly Benefits – Sickness.

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

Part E – Sickness Resulting in Surgery

Cover for an Event under this Part applies only if:

- a) an amount for that Event is shown on the Certificate of Insurance against Part E – Sickness 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.

The Events The following Event(s) must occur within twelve (12) months of the date of the Sickness	Benefit Amount Being a percentage of the amount shown on the Certificate of Insurance under Part E – Sickness 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 Certificate of Insurance against Part F – Injury resulting in Fractured Bones.

The Events The following Event(s) must occur within twelve (12) months of the date of the Accident	Benefit Amount Being a percentage of the amount shown on the Certificate of Insurance under Part F – Injury Resulting in Fractured Bones.
33. Complete Fracture of neck, spine or skull	100%
34. Hip	75%
35. Other Fracture of jaw, pelvis, leg, ankle or knee	50%
36. Cheekbone, shoulder or Hairline Fracture of neck, skull or spine	40%

The Events The following Event(s) must occur within twelve (12) months of the date of the Accident	Benefit Amount Being a percentage of the amount shown on the Certificate of Insurance under Part F – Injury Resulting in Fractured Bones.
37. Other Fracture of arm, elbow, wrist or ribs (per rib)	30%
38. Simple Fracture of jaw, pelvis, leg, ankle or knee	25%
39. Nose or collarbone	25%
40. Simple Fracture of arm, elbow, wrist or ribs (per rib)	25%
41. Finger (per Finger), Thumb (per Thumb), Foot, Hand or Toe (per Toe)	10%

The maximum benefit payable for any one (1) Injury resulting in fractured bones shall be the amount shown on the Certificate of Insurance 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 Certificate of Insurance 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 Certificate of Insurance against Part G – Injury Resulting in Loss or Damage to Teeth.

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

Section 2 – Personal Wellbeing

Extent of Cover

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 an Insured Person's Injury or Sickness suffered during the Period of Insurance;

We will pay the Insured Person the amount stated on the Certificate of Insurance 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 recognized 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.

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) kilometers from the Insured Person's normal 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 Certificate of Insurance against Personal Wellbeing – Accommodation and Transport Benefit.

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.

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 Insured Person the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to the amount shown on the Certificate of Insurance against Personal Wellbeing – Childcare Benefit, but only in respect of additional costs that would not otherwise have been incurred.

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 to the Insured Person or the Insured Person's legal representative on behalf of the Insured Person the daily amount shown on the Certificate of Insurance against Personal Wellbeing – Coma Benefit or part thereof of continuous unconsciousness, up to a maximum period of ninety (90) days.

Dependent Child Benefit

If during the Period of Insurance the Insured Person suffers an Accidental Death, We will pay to the Insured Person's estate the amount shown on the Certificate of Insurance against Personal Wellbeing - Dependent Child Benefit, for each Dependent Child of the Insured Person, up to the maximum amount per family stated on the Certificate of Insurance.

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 Certificate of Insurance against Personal 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.

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 Insured Person's estate the amount shown on the Certificate of Insurance against Personal Wellbeing – Education Fund Benefit, for each surviving Dependent Child of the Insured Person, up to the maximum amount per family stated on the Certificate of Insurance.

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.

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 Certificate of Insurance against Personal 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.

Home Nursing Expenses

If an Insured Person who is receiving benefits under Event 20 or Event 27 and requires home nursing, We will reimburse the Insured Person up to the amount shown on the Certificate of Insurance against Personal 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.

Hospitalisation Waiting Period Waiver

If during the Period of Insurance and if cover is shown as selected on the Certificate of Insurance, 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.

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 Certificate of Insurance against Personal Wellbeing – Independent Financial Advice. Costs must be incurred within six (6) months of the Lump Sum benefit being paid.

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 home and/or motor vehicle, or costs associated with relocating the Insured Person to a more suitable home, up to the amount shown on the Certificate of Insurance against Personal Wellbeing – Modification Benefit, provided that medical evidence is presented from a Doctor certifying the modification and/or relocation is necessary.

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 to the Insured Person's estate the amount shown on the Certificate of Insurance against Personal Wellbeing – Orphan Benefit, for each Dependent Child of the Insured Person, up to the maximum amount per family stated on the Certificate of Insurance.

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 Person's Doctor as being necessary. The maximum amount We will pay under this benefit is shown on the Certificate of Insurance against Personal Wellbeing – Rehabilitation Benefit.

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 Certificate of Insurance against Personal Wellbeing - Spouse/Partner Retraining Benefit, for the training or retraining of the Insured Person's Spouse/Partner;

1. for the sole purpose of obtaining gainful employment;
2. to improve their potential for employment;
3. to enable them to improve the quality of care they can provide to the Insured Person;

Provided always 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 recognized 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.

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 Certificate of Insurance against Personal Wellbeing – Student Tutorial Benefit.

Unexpired Membership Benefit

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

1. Events 2 to 8.a); or
2. 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 the Insured Person a pro-rata refund of such fees for the current season up to the amount shown on the Certificate of Insurance against Personal Wellbeing – Unexpired Membership Benefit.

Section 3 – Corporate Protection

Extent of Cover

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 Certificate of Insurance 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.

Corporate Image Protection

If during the Period of Insurance an Insured Person sustains an Injury 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 Certificate of Insurance against Corporate Protection – Corporate Image Protection.

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.

Funeral Expenses

If during the Period of Insurance an Insured Person suffers Accidental Death, We will reimburse the Insured or the Insured Person's estate, the reasonable expenses incurred up to the amount shown on the Certificate of Insurance 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.

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 Certificate of Insurance 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 policyholder will be repaid to us if it is found that a valid claim did not or will not eventuate.

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 Insured Person the amount shown on the Certificate of Insurance against Corporate Protection – Workplace Assault Benefit.

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 Certificate of Insurance 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.

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 Insured Person the amount shown on the Certificate of Insurance 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 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 Certificate of Insurance, 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 it to return to work by a Doctor;
 - e) for more than one (1) of 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 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 Certificate of Insurance, 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 Certificate of Insurance 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 Certificate of Insurance and/or the Salary of the Insured Person.

11. 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.
12. 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 fifty (50) percent of the maximum Lump Sum benefit stated on the Certificate of Insurance 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 Certificate of Insurance under Event 1 – Accident 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 Certificate of Insurance 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.

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;
 - a) lying 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.
2. any self-injury, suicide or any illegal or criminal act committed by the Insured, an Insured Person, a Spouse/Partner and/or Dependent Children;
3. the Insured Person being under the influence of intoxicating liquor, including having a 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;
4. Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth); or
5. Any loss which occurs when the 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;
6. any claim for Events 20 and/or 21 or Events 27 and/or 28 which are in any way attributed to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising therefrom;
7. 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;
8. War, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military, usurped power or Terrorism;
9. the use, existence or escape of nuclear weapons, materials or ionizing radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
10. any condition such as neurosis, psycho-neurosis, 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 the Insured Person is being treated by or has been referred to a psychiatrist, psychologist or similar specialist;
11. Pre-Existing Medical Conditions as herein defined.

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 Certificate of Insurance 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

The Insured must advise Us as soon as is reasonably practical of any alteration of the Insured's business activities which increase the risk of damage, Injury, liability, loss or Sickness.

Assistance and Co-operation

The Insured shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of law suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of bodily injury or damage with respect to which insurance is afforded under the Policy. In that regard, the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's 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

The Insured may cancel this Policy at any time by notifying Us in writing. The cancellation will take effect from 4:00pm on the day We receive the Insured's written notice of cancellation or such time as may be otherwise agreed.

We may cancel the Policy or any Section thereof, for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth). Cancellation by Us takes effect from 4:00pm on the day which is three (3) business days from the date We notify You in writing.

If the Policy is cancelled by either the Insured or Us, We will refund the Premium for the Policy less a pro-rata proportion of the Premium to cover the period for which insurance applied. However We will not refund any Premium if We have paid a claim or benefit to the Insured or an Insured Person under the Policy.

Cover in respect to an Insured Person will end on the earlier of:

1. the date the Insured Person no longer meets the criteria for an Insured Person set out in the Certificate of Insurance;

2. the end of the Period of Insurance; or
3. when this Policy is cancelled by the Insured at their request or by Us pursuant to the Insurance Contracts Act 1984 (Cth).

Currency

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

Due Diligence

The Insured and Insured Person's must take all reasonable care to prevent or minimize loss, damage, Injury, Sickness or liability under this Policy.

Fraudulent Claims

If the Insured or any person covered under this Policy makes a claim or arranges for another party to make a claim that is in any way false, dishonest or fraudulent, then We may refuse to pay any such claim. However a breach by an individual Insured Person will not affect the cover or claims of other Insured Persons.

Notice of Claim

The Insured 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 Epsilon Underwriting Agencies Pty Ltd, Suite 1503 Level 15, 1 Market Street, Sydney, 2000 QLD (ABN 68 097 402 134)

Other Insurance

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

Subrogation

When We pay any amount under this Policy, the Insured and the Insured Person or their legal representative agree that We shall be subrogated to all of Your rights and the rights of each Insured Person or their legal representative to recover against any person or entity and You and the Insured Person or their legal representative 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 the Insured Person nor their legal representative shall take action or willful inaction after We have paid any amount, which will prejudice Our rights to subrogation.

Service of Suit

The Underwriters hereon agree that:-

1. In the event of a dispute arising under the Policy, 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.
2. Any summons, notice or process to be served upon the Underwriters may be served upon:

Lloyd's Australia Ltd
Level 9
1 O'Connell Street
Sydney
NSW 2000
Australia

T +61 (0)2 8298 0700

F +61 (0)2 8298 0788

who has authority to accept service and to enter an appearance on Underwriters' 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 Underwriters' behalf.

3. 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.

Sanction Limitation and Exclusion Clause - LMA 3100

No (re)insurer shall be deemed to provide cover and no (re)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 (re)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.

Several Liability Notice – LSW 1001

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

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 11 which may otherwise have applied.