

**Voluntary Workers Personal Accident Policy Wording
and Product Disclosure Statement (PDS)**

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VOLUNTARY WORKERS PERSONAL ACCIDENT POLICY WORDING AND PRODUCT DISCLOSURE

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VOLUNTARY WORKERS PERSONAL ACCIDENT POLICY WORDING AND PRODUCT DISCLOSURE STATEMENT (PDS)

Thank you for considering this Voluntary Workers Personal Accident Policy available through Arch Underwriting at Lloyd's (Australia) Pty Ltd ABN: 27 139 250 605 AFSL 426746 (ARCH).

About this Voluntary Workers Personal Accident Product Disclosure Statement

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

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

It seeks to help YOU to:

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

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

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

The effective date of the PDS is 24 November 2022.

About the Insurers

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

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

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

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

ARCH can be contacted as follows:

*Arch Underwriting at Lloyd's (Australia) Pty Ltd,
Level 10, 155 Clarence Street,
Sydney, NSW, 2000*

or telephoning US at (02) 8284 8400

Some Words Have Special Meaning

Certain words used in the POLICY have special meanings. The 'DEFINITIONS' section of this document on page 13 contains such terms. In some cases, certain words may be given a special meaning in a particular section of the POLICY when used or in the other documents making up the POLICY.

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

Summary of Insurance

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

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

if the COVERED PERSON suffers a defined BODILY INJURY whilst the COVERED PERSON is a VOLUNTARY WORKER, during the COVERED PERSON'S OPERATIVE PERIOD OF COVER and within the GEOGRAPHIC LIMITS, and this results in a specified COVERED EVENT within 12 months of the date on which the BODILY INJURY first occurs.

Please note that WE will not provide cover or pay for a loss which would result in US contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any applicable legislation (whether in Australia or otherwise).

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

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

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

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

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

How Benefits Are Provided Under This Insurance

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

A COVERED PERSON has the right to make a claim under this Policy solely by the operation of Section 48 of the Insurance Contracts Act 1984 (Cth.) even though they are not a party to the Policy.

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

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

WE also do not provide any notices in relation to this insurance to COVERED PERSONS as they are not a contracting party to the POLICY. WE only send notices to the POLICY HOLDER which is the only party WE have contractual obligations to under the POLICY.

The insurance cover is subject to the terms and conditions (including limits and exclusions) set out in this POLICY.

The COVERED PERSONS should read this document carefully and keep it in a safe place. COVERED PERSONS should seek confirmation from the POLICYHOLDER that they are covered under the POLICY. Please keep detailed particulars and proof of any loss the COVERED PERSON suffers and proof of the COVERED PERSON'S eligibility for this insurance.

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

- act on OUR behalf or a COVERED PERSON in relation to the insurance;
- have any authorisation to provide any financial product advice, recommendations or opinions about the insurance; and
- receive any remuneration or benefits from US.

Any person who may be eligible should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by US or the POLICY HOLDER that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

At the time of issuing this POLICY and during the INSURANCE PERIOD WE do not know the identity of a COVERED PERSON and their OPERATIVE PERIOD OF COVER. To confirm if covered and the currency of the POLICY please contact the POLICY HOLDER in writing or by telephone.

When Does a COVERED PERSON'S cover under the POLICY Begin and End?

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

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

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

OUR Agreement with the POLICY HOLDER

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

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

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

Where WE agree to issue a POLICY, the POLICY will consist of:

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

WE may need to update this document from time to time if certain changes occur where required and permitted by law. WE will issue YOU with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, WE may issue YOU with notice of this information in other forms or keep an internal record of such changes. YOU can get a paper copy free of charge by contacting US at:

*Arch Underwriting at Lloyd's (Australia) Pty Ltd,
Level 10, 155 Clarence Street,
Sydney, NSW, 2000*

or telephoning US at (02) 8284 8400

2. YOUR SCHEDULE issued by US.

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

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

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

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

These written changes may vary or modify the above documents.

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

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

When Does the POLICY Begin and End?

The POLICY:

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

Cooling off and Cancellation Rights

YOU can exercise YOUR cooling off rights and cancel the POLICY by contacting US on (02) 8284 8400 or by writing to US at Level 10, 155 Clarence Street, Sydney, NSW 2000 within fourteen (14) days of the date YOU purchased the POLICY and receive a refund of the premium paid, provided YOU have not exercised any right or power under the POLICY (e.g., made any claim) and these rights and powers have not ended.

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

After the cooling off period has ended, YOU still have cancellation rights, however WE may deduct a pro rata proportion of the premium for time on risk, plus any reasonable administrative costs and any government taxes or duties WE cannot recover (refer to "General Conditions Applying to the Policy" on page 24 for full details).

The Obligation to Comply with the POLICY Terms and Conditions

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

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

How WE Calculate YOUR Premium

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

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

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

Some factors impacting premiums include:

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

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

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

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

Renewal Procedure

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

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

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

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

Duty of Disclosure

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

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

Answering our questions

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

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

Variations, extensions or reinstatements

For variations, extensions, reinstatements, YOU also have a broader duty to tell US anything that YOU know, or could reasonably be expected to know, may affect OUR decision to insure YOU and on what terms.

Renewal

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

What YOU do not need to tell US

YOU do not need to tell US anything that:

- reduces the risk WE insure YOU for; or
- is of common knowledge;
- WE know or should know as an insurer; or
- WE waive YOUR duty to tell US about.

If YOU do not tell US something

If YOU do not tell US anything YOU are required to tell US, WE may cancel the POLICY or reduce of the amount WE will pay YOU if YOU make a claim, or both. If YOUR failure to tell US is fraudulent, WE may refuse to pay a claim and treat the contract as if it never existed.

Privacy Statement

Unless the context otherwise provides, in this section:

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

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

What is personal information?

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable See the *Privacy Act 1988*.

Why WE collect YOUR personal information

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

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

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

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

How WE collect YOUR personal information

WE may collect YOUR personal information via OUR website (whether provided by YOU or through cookies and other web analytic tools), email, by telephone or in writing.

WE collect it directly from YOU unless YOU have consented to collection from someone other than YOU, it is unreasonable or impracticable for US to do so or the law permits US to.

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

Who WE disclose YOUR personal information to

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

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

WE may need to disclose YOUR personal information to persons recipients that are located overseas and who will most likely be located in the United Kingdom. Who they are may change from time to time. In some cases WE may not be able to take reasonable steps to ensure they do not breach the Privacy Act 1988 (Cth) and they may not be subject to the same level of protection or obligations that are offered by the Privacy Act. By proceeding to acquire OUR services and products YOU agree that YOU cannot seek redress under the Privacy Act or against US (to the extent permitted by law) and may not be able to seek redress overseas.

Accuracy of and access to YOUR personal information

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

Notifiable Data Breach

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

More information, access, correction or complaints

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

YOUR Choices

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

If YOU wish to withdraw YOUR consent, including for things such as receiving information on products and offers by US or persons WE have an association with please contact US.

General Insurance Code of Practice

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

Lloyd’s has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers’ compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

Complaints – Internal and External Complaints Procedure

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact:

*The Complaints Manager,
Arch Underwriting at Lloyd’s (Australia) Pty Ltd,
Level 10, 155 Clarence Street,
Sydney, NSW, 2000*

*or telephoning US at (02) 8284 8400
or emailing US at complaints@archinsurance.com.au*

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd’s Australia who will determine whether it will be reviewed by their office or the Lloyd’s UK Complaints team. Lloyd’s contact details are:

*Lloyd’s Australia Limited
Email: ldraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000*

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

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

*Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au*

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

Disputes Notices

The INSURERS accepting this POLICY agree that:

- (i) if a dispute arises under this POLICY, this POLICY will be subject to Australian law and practice and the INSURERS will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the INSURERS may be served upon:
Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000
who has authority to accept service on the INSURERS behalf;
- (iii) if a suit is instituted against any of the INSURERS, all INSURERS participating in this POLICY will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this POLICY, immediate notice should be given to:

Arch Underwriting at Lloyd's (Australia) Pty Ltd,
Level 10, 155 Clarence Street,
Sydney, NSW, 2000

or by emailing US at claims@archinsurance.com.au

Agency Arrangements and Agent's Remuneration

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

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

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

Further Information and Confirmation of Transactions

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

DEFINITIONS

Certain words used in this PDS and when used or in the other documents making up the POLICY have special meanings that are indicated by all capital letters. This section defines such terms.

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

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

AGGREGATE LIMIT OF LIABILITY means the maximum amount WE will pay for all claims arising from **COVERED EVENTS** which occur during the **INSURANCE PERIOD**. The **AGGREGATE LIMIT OF LIABILITY** is stated in the **SCHEDULE**.

BENEFIT(S) means any benefit stated in the **SCHEDULE** with a corresponding **SUM INSURED** stating what a **COVERED PERSON** is entitled to claim under the **POLICY**.

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

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

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

BODILY INJURY DATE means the earlier of:

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

CIVIL WAR means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition is armed rebellion, revolution, sedition, insurrection, overthrow of an elected government and the consequences of martial law.

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

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

Access to **BENEFITS** under this insurance is provided to **COVERED PERSONS** solely by reason of the statutory operation of section 48 of the Insurance Contracts Act 1984 (Cth). **COVERED PERSONS** are not contracting insured's (e.g. they cannot cancel or vary the **POLICY** - only the **POLICY HOLDER** can do this) and do not enter into any agreement with US. **CYBER ACT** means an unauthorised, malicious or criminal act or series of related

unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**.

CYBER INCIDENT means:

- any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**; or
- any unavailability or failures to access, process, use or operate any **COMPUTER SYSTEM**.

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

DEPENDENT CHILD(REN) means any child of a **COVERED PERSON**:

- under eighteen (18) years of age and dependent on the **COVERED PERSON**;
- over 18 years of age and under twenty five (25) years of age:
 - who is in full time tertiary education; and
 - dependent on the **COVERED PERSON**.

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

EFFECTIVE DATE OF COVER means the date the **EMPLOYEE** is added to the **POLICY** as a **COVERED PERSON**.

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

EXCESS PERIOD is the period expressed as the number of days stated in the **SCHEDULE** during and for which no **BENEFITS** are payable for **TEMPORARY TOTAL DISABLEMENT** or **TEMPORARY PARTIAL DISABLEMENT**. The reference to days means consecutive days.

FOOT means the entire foot below the ankle.

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

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

GEOGRAPHIC LIMITS means worldwide unless otherwise stated in the **SCHEDULE**.

HAND means the entire hand below the wrist.

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

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

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

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

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

NON SCHEDULED FLIGHT AGGREGATE LIMIT OF LIABILITY means the maximum amount WE will pay for all claims for **COVERED EVENTS** arising out of **NON SCHEDULED FLIGHTS** during the **INSURANCE PERIOD**. The **NON SCHEDULED FLIGHT AGGREGATE LIMIT OF LIABILITY** is stated in the **SCHEDULE**.

OPERATIVE PERIOD OF COVER means the specified period for which a **COVERED PERSON** is covered under the **POLICY** as explained in the “When does **COVERED PERSONS’** cover under the **POLICY** begin and end?”.

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

PERMANENT TOTAL DISABLEMENT means disablement which:

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

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

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

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

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

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

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

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

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

SICKNESS means an illness, sickness or disease which is not an injury which manifests itself solely, directly and independently of any other cause or condition (including but not limited to any **BODILY INJURY** or **PRE-EXISTING CONDITION**, disease, congenital or degenerative condition). No **BENEFIT** is provided under the

POLICY in relation to **SICKNESS**.

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

SUM INSURED(S) means an amount stated in the **SCHEDULE** (as applicable) against relevant **COVERED EVENT(S)** or **BENEFITS** offered under the **POLICY**.

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

TEMPORARY TOTAL DISABLEMENT means disablement (but not **PERMANENT** inability) which totally restricts a **COVERED PERSON** from performing his or her usual occupation or employment activities, or any other occupational or employment activities for which the **COVERED PERSON** has the experience, skills, education or training. The **COVERED PERSON** must be under the regular care of and acting in accordance with the treatment, instructions or advice of a **DOCTOR**.

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

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

VOLUNTARY WORKER means any persons undertaking voluntary work on behalf of the **POLICY HOLDER**.

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

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

POLICY COVERAGE

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

We will provide cover for BODILY INJURY caused by or arising out of a CYBER ACT or a CYBER INCIDENT subject to the terms, conditions, limitations and exclusions of this POLICY.

LIMIT OF LIABILITY

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

In the event that claims made under the POLICY exceed the AGGREGATE LIMIT Of LIABILITY, then the amount by which claims exceed this limit will be proportionally reduced.

SECTION 1 – PERSONAL ACCIDENT LUMP SUM BENEFITS

LUMP SUM BENEFITS

COVERED EVENT 1-26

Subject to the terms and conditions, limitations and exclusions of the POLICY, in the event a COVERED PERSON sustains a BODILY INJURY which solely and directly results in any of the following numbered COVERED EVENTS outlined in the Table of Benefits 1, WE will pay to the COVERED PERSON the corresponding percentage of the SUM INSURED stated against the COVERED EVENTS in the Table of Benefits 1, providing that:

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

TABLE OF BENEFITS 1

	COVERED EVENTS	Percentage of SUM INSURED as showing on the SCHEDULE
1	ACCIDENTAL DEATH (including FUNERAL BENEFIT)	105%
2	PERMANENT TOTAL DISABLEMENT	100%
3	PERMANENT paraplegia, quadriplegia, or incurable paralysis of all limbs	100%
4	PERMANENT disablement not otherwise provided for in this table*	100%
5	PERMANENT and total LOSS of sight in one or both eyes	100%
6	PERMANENT and total LOSS of use of one or both LIMBS	100%
7	PERMANENT and incurable insanity	100%

8	PERMANENT total LOSS of hearing in both ears	100%
9	PERMANENT and total LOSS of the lens of both eyes	80%
10	PERMANENT and total LOSS of use of four fingers and the thumb of either HAND	75%
11	PERMANENT and total LOSS of the lens of one eye	60%
12	PERMANENT disfigurement from third degree burns equal to or greater than 20% of the surface of head and neck	60%
13	PERMANENT total LOSS of use of four fingers of either HAND	50%
14	PERMANENT disfigurement from third degree burns equal to or greater than 40% of the surface of the body (excluding head and neck)	40%
15	PERMANENT total LOSS of hearing in one ear	30%
16	PERMANENT total LOSS of use of one thumb (both joints)	30%
17	PERMANENT total LOSS of use of one thumb (one joint)	15%
18	PERMANENT total LOSS of use of one finger all three joints	15%
19	PERMANENT total LOSS of use of all toes on either FOOT	15%
20	PERMANENT total LOSS of use of one finger two joints	10%
21	FRACTURED leg or patella with established non-union	10%
22	Shortening of the leg by at least 5cm	8%
23	PERMANENT total LOSS of use of one finger one joint	5%
24	PERMANENT total LOSS of use of toes (per toe) both joints of the great toe	5%
25	PERMANENT total LOSS of use of toes (per toe) – one joint of the great toe	3%
26	PERMANENT total LOSS of use of toes (per toe) – all joints of any toe other than the great toe	1%

*The disablement covered under COVERED EVENT 4 must be certified by no less than three DOCTORS one of whom will be the COVERED PERSON'S DOCTOR and the remaining two DOCTORS to be appointed by US. The maximum BENEFIT payable is proportional on the agreed percentage reduction in whole bodily function.

Table of Benefits 2

COVERED EVENTS		Percentage of SUM INSURED as showing on the SCHEDULE
27	Neck, Skull, Spine (complete fracture)	100%
28	Hip	75%
29	Jaw, Pelvis, Leg, Ankle or Knee (other fracture)	50%
30	Cheekbone, Shoulder or hairline fracture of skull or spine	30%
31	Nose or Collar Bone	20%
32	Arm, Elbow, Wrist or Ribs (simple fracture)	10%
33	Finger, Thumb, Foot, Hand or Toe	7.5%

BODILY INJURY RESULTING IN LOSS OF TEETH OR DENTAL PROCEDURES

COVERED EVENTS 34-35

Subject to the terms and conditions (including limits and exclusions) of the POLICY, in the event a COVERED PERSON sustains a BODILY INJURY which results in any of the COVERED EVENTS in Table of Benefits 3 as a sole and direct result of the BODILY INJURY, WE will pay the corresponding percentage of the SUM INSURED stated against the COVERED EVENTS in the Table of Benefits 3, providing that:

- the BODILY INJURY occurs whilst the COVERED PERSON is a VOLUNTARY WORKER and during the COVERED PERSON'S OPERATIVE PERIOD OF COVER and within the GEOGRAPHICAL LIMITS; and

- the resulting COVERED EVENT occurs within 12 months of the BODILY INJURY DATE; and
- the COVERED EVENT is solely and directly attributable to the BODILY INJURY and not any other cause; and
- a SUM INSURED is stated against the relevant COVERED EVENTS in the SCHEDULE.

Table of Benefits 3

COVERED EVENTS		Percentage of SUM INSURED as showing on the SCHEDULE
34	LOSS of TEETH or full capping of TEETH	100%
35	Partial capping of TEETH	50%

EXPOSURE

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

DISAPPEARANCE

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

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

SECTION 2 – LOSS OF INCOME BENEFITS

TEMPORARY TOTAL DISABLEMENT as a result of BODILY INJURY

COVERED EVENT 36

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

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

WE will pay the lesser of:

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

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

- the maximum BENEFIT PERIOD as stated in the SCHEDULE; and
- the period which TEMPORARY TOTAL DISABLEMENT persists as evidenced by a DOCTOR.

TEMPORARY PARTIAL DISABLEMENT as a result of BODILY INJURY

COVERED EVENT 37

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

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

WE will pay the lesser of:

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

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

- the BENEFIT PERIOD as stated in the SCHEDULE; and
- the period the TEMPORARY PARTIAL DISABLEMENT persists as evidenced by a DOCTOR.

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

ESCALATION OF CLAIM BENEFIT

Should a COVERED PERSON be paid BENEFITS under the POLICY for COVERED EVENTS 38 or 39 for a period longer than 12 continuous months, and again for any subsequent period longer than twelve months, during which a BENEFIT is paid, the BENEFIT will be increased by 5% compounded per annum.

GUARANTEED PAYMENT

Should a COVERED PERSON have a valid claim under the POLICY for COVERED EVENT 38, WE will immediately pay twelve (12) weeks BENEFIT provided that a DOCTOR provides written confirmation that the period of TEMPORARY TOTAL DISABLEMENT will last for a minimum duration of twenty six (26) weeks. The 12 weeks for which the BENEFITS were advanced count as part of the maximum BENEFIT PERIOD and BENEFITS for this period will not be paid again.

SECTION 3 – ADDITIONAL BENEFITS

REHABILITATION

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

RETURN TO WORK BENEFIT

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

INDEPENDENT FINANCIAL ADVICE

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

DEPENDENT CHILD ASSISTANCE

In the event:

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

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

SURVIVING SPOUSE/PARTNER

In the event:

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

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

PARTNER RETRAINING BENEFIT

In the event:

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

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

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

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

UNEXPIRED MEMBERSHIP BENEFIT

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

- any of COVERED EVENTS 2- 10; or
- COVERED EVENT 36 for which the relevant TEMPORARY TOTAL DISABLEMENT is certified by a DOCTOR to last longer than 26 weeks,

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

HOME AND OR MOTOR VEHICLE MODIFICATION BENEFIT

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

FUNERAL EXPENSES

Where there is a valid claim for COVERED EVENT 1 – ACCIDENTAL DEATH and a claim has been accepted by US, WE will pay a BENEFIT up to a maximum of 5% of the SUM INSURED as stated in the SCHEDULE against COVERED EVENT 1 - ACCIDENTAL DEATH, or a maximum sum of \$10,000 whichever is the greater for the FUNERAL EXPENSES incurred.

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

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

CHAUFFEUR BENEFIT

In the event a COVERED PERSON suffers a BODILY INJURY which results in a valid claim for any BENEFITS paid for the COVERED EVENTS 36 or 37 WE will pay a BENEFIT to a maximum of \$250 per week for reasonable transportation costs incurred for the hire of a taxi, car service, or suitable mode of conveyance to transport the COVERED PERSON from their home to their normal place of employment, for a maximum period of 26 weeks. The chauffer BENEFIT is not payable to a COVERED PERSON'S RELATIVE or anyone living with the COVERED PERSON. The need for a chauffeur must be evidenced by a DOCTOR in order for this BENEFIT to be payable.

GENERAL CONDITIONS APPLYING TO THE POLICY

1. WE shall not be liable under the POLICY for more than one BODILY INJURY for a COVERED PERSON, where the COVERED PERSON has already had a successful claim under the POLICY for one of the COVERED EVENTS 2-26.
2. BENEFITS will not be payable for more than one of the COVERED EVENTS 1-26 arising out of the same BODILY INJURY. In that event, the highest BENEFIT applicable will be payable.
3. Where:
 - COVERED EVENTS 1-26 have a SUM INSURED which is linked to the SALARY (as a multiple of the COVERED PERSON'S SALARY); and
 - the COVERED PERSON is not in receipt of a SALARY,

the maximum SUM INSURED payable to the COVERED PERSON, in the event of a valid claim for COVERED EVENTS 1 – 26, will be 50% of the SUM INSURED as stated in the SCHEDULE.

4. Any BENEFIT payable for COVERED EVENTS 1-26 will be reduced by any BENEFIT paid or payable for loss of income BENEFITS under COVERED EVENTS 36-37 in respect of the same BODILY INJURY.
5. No loss of income BENEFITS will be payable for COVERED EVENTS 36 or 37 for greater than one hundred and fifty six (156) weeks in total in respect of any one BODILY INJURY, unless otherwise stated in the SCHEDULE.
6. No BENEFITS are payable to a COVERED PERSON for COVERED EVENTS 36 and 37 unless, as soon as possible after the BODILY INJURY, the COVERED PERSON seeks and follows medical advice as prescribed by a DOCTOR.
7. No benefits are payable for more than one (1) of the COVERED EVENTS, 36 and 37 that occur for the same time period.
8. BENEFITS will not be payable for more than one of the COVERED EVENTS described in Section 1 in respect of any one BODILY INJURY for Table of BENEFITS 2 for
 - a. Table of BENEFITS 2 for COVERED EVENTS 27 to 35 inclusive; or
 - b. Table of BENEFITS 3 for COVERED EVENTS 34 to 35 inclusive.
9. Unless otherwise stated in the SCHEDULE and on the CONFIRMATION LETTER, the BENEFIT payable to COVERED PERSONS under eighteen (18) years of age, for COVERED EVENT 1 ACCIDENTAL DEATH will be 10 percent (10%) of the BENEFIT stated in the Table of BENEFITS 1.

We will pay one-fifth (1/5th) of the loss of income BENEFITS under Section 2 for each day of disablement where disablement lasts for less than a week after expiry of the EXCESS PERIOD for COVERED EVENTS 38.

10. The loss of income BENEFITS payable for COVERED EVENTS 36 or 37 will be reduced by the amount of any other benefit in relation to the loss of income for the same period the COVERED PERSON is entitled to receive under any statutory workers' compensation or transport accident compensation scheme or legislation or any insurance policy specifically covering the same risk. This means that the BENEFIT payable under the POLICY will be the amount by which the BENEFIT payable under the POLICY exceeds the other benefits to which the COVERED PERSON is entitled. If the COVERED PERSON receives the above payments from other parties after the claim with US is finalised, the COVERED PERSON must repay to US the amount which the COVERED PERSON was paid from US in excess of what the COVERED PERSON was entitled under the POLICY.

11. If:

- as a result of a BODILY INJURY, there is a valid claim and BENEFITS become payable under Section 2; and
- during the COVERED PERSON'S OPERATIVE PERIOD OF COVER, the COVERED PERSON suffers a recurrence of COVERED EVENTS 36 or 37 from the same BODILY INJURY ,

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

12. No cover is provided under the POLICY for an ACCIDENT, BODILY INJURY or COVERED EVENTS which occur on or after the date a COVERED PERSON reaches the age of seventy six (76), unless otherwise stated in the SCHEDULE or the CONFIRMATION LETTER, or agreed to by US in writing.

13. All loss of income BENEFITS under Section 2 will be paid monthly in arrears, except where the twelve (12) weeks guaranteed payment additional BENEFIT (see page 20) of this POLICY applies.

14. Unless a COVERED PERSON otherwise directs all BENEFITS shall be paid to the COVERED PERSON, or, in the case of the COVERED PERSON'S death, to the COVERED PERSON'S legal personal representative.

FRAUD

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

CLAIM PROCEDURE

1. As soon as the POLICY HOLDER or a COVERED PERSON becomes aware of anything happening which may result in a claim under this POLICY the POLICY HOLDER and/or a COVERED PERSON must notify US as soon as possible, explaining about the potential claim.
2. Please contact US for claims via OUR Claims Management Partner as advised by US or YOUR intermediary.
3. As soon as is reasonably practicable after the ACCIDENT or BODILY INJURY (or any further time which WE may allow in writing) deliver to US a written claim containing as detailed an account as is reasonably practicable of the circumstances the ACCIDENT or BODILY INJURY. If WE ask to provide US with a Statutory Declaration, the POLICY HOLDER and/or the COVERED PERSON must provide it.
4. A medical certification will be required by the COVERED PERSON'S DOCTOR in the format WE provide to them so the claim can be assessed. The COVERED PERSON must meet the cost of these medical certification.
5. WE may also require the COVERED PERSON to undergo medical examinations, and vocation and/or rehabilitation assessments but, if this is required, WE will meet those costs.

6. COOPERATION and OTHER INFORMATION

At all times give US all the information and assistance WE may reasonably require and provide such evidence to support the COVERED PERSON'S entitlement to a BENEFIT WE may reasonably ask. This evidence may include, but is not limited to the following:

- written authorities allowing US to access medical, financial or other relevant information, which may include personal and sensitive information; and

- evidence of the COVERED PERSON'S income, earnings or periodic payments the COVERED PERSON received from other sources. WE may require verification of this information by way of a financial audit; and
- details of any other insurance covering the same, or similar, condition for which the COVERED PERSON is making the claim.

7. DUTY OF UTMOST GOOD FAITH

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

8. SUBROGATION

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

9. WE may take over and conduct, in the COVERED PERSON'S name, the defence or settlement of any claim and WE will conduct any proceedings in connection with the claim.
10. In relation to any claim under the POLICY, the POLICY HOLDER and/or the COVERED PERSON must not admit fault and must not offer or promise to pay any money or become involved in litigation without OUR approval.

11. CLAIMS ARE PAYABLE IN AUSTRALIAN DOLLARS

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

TAX IMPLICATIONS

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

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

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

CANCELLATION RIGHTS

By the POLICY HOLDER

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

By US

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

- failed to comply with its duty of disclosure;

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

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

INSTALMENT PREMIUM PAYMENTS

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

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

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

ALTERATION TO RISK

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

GOVERNING LAW AND JURISDICTION

The POLICY is governed by the laws of Australia. If a dispute arises under this POLICY, this POLICY will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia.

SANCTION LIMITATION AND EXCLUSION CLAUSE

WE shall not be deemed to provide cover and WE shall not be liable to pay any claim or provide any benefit under the POLICY to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose US to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

CONSTRUCTION AND INTERPRETATION

Clause headings and the use of bold print are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

Unless the contrary intention appears in the POLICY:

- words importing a gender include any other gender, and
- words in the singular include the plural and words in the plural include the singular.

References to statutes include any amendments to, regulations under, and re-enactments or consolidations of such statutes and any subsequent, replacement or similarly comparable legislation.

GENERAL EXCLUSIONS APPLYING TO THIS POLICY

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

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

WE will also not pay any BENEFIT or provide cover if the provision of payment, BENEFIT or cover would result in US contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any applicable legislation (whether in Australia or not).