



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



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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 10 November 2023.

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**.

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 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 **POLICY AGGREGATE LIMIT OF LIABILITY** or **NON SCHEDULED FLIGHT 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 **POLICY HOLDER** 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:
 - (a) the time they cease to be a **COVERED PERSON**;
 - (b) the date and at the time shown on the **SCHEDULE** as the end of the **INSURANCE PERIOD**;
 - (c) the time the **POLICY HOLDER** requests that such **COVERED PERSON** is no longer a **COVERED PERSON**;
 - (d) the date the **POLICY** is cancelled by the **POLICY HOLDER** or **US**; or
 - (e) 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 26 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 **EVENT LIMIT OF LIABILITY, POLICY 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 **EVENT LIMIT OF LIABILITY, POLICY 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 (Cth)*. 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.

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.

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**.

Changes of Terms and Conditions

From time to time, and where permitted by law, **WE** may change parts of the PDS. **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. Any updates which are not materially adverse to **YOU** from the view of a reasonable person deciding whether to buy this insurance, may be found within our document library at:

<https://insurance.archgroup.com/international/australia/offering/accident-health/>

YOU can obtain a paper copy of any updated information without charge by contacting **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 and bold font. 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**.

Any series of **ACCIDENTS** arising from or attributable to one source or original cause shall be deemed to be one **ACCIDENT**.

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

ACT OF TERRORISM means the planning, use, or threat of use of violence against persons or property for the purpose of advancing political, religious or ideological goals.

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 **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:

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

BODILY INJURY DATE means the earlier of:

- (a) the date the **COVERED PERSON'S DOCTOR** reasonably diagnoses as the most likely date of the **BODILY INJURY**;
- (b) the date **OUR DOCTOR** reasonably diagnoses as the most likely date of the **BODILY INJURY**;
- (c) 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**;
- (d) the date the **COVERED PERSON** first received medical treatment for the **BODILY INJURY**; or
- (e) 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 the **POLICY** 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 insureds (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:

- (a) 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
- (b) 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**:

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

DOMESTIC ASSISTANCE means any professional, non-medical and non-nursing assistance required to complete the normal domestic duties usually undertaken by the **COVERED PERSON** including but not limited to, caring and providing for **DEPENDENT CHILDREN**, cleaning, cooking, school pick-ups and drop-offs.

EFFECTIVE DATE OF COVER means the date the **VOLUNTARY WORKER** 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**.

EVENT LIMIT OF LIABILITY means the amount stated in the **SCHEDULE**. The **EVENT LIMIT OF LIABILITY** forms part of and is not in addition to the **POLICY AGGREGATE LIMIT OF LIABILITY**.

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 EXPENSES mean the actual and reasonable costs incurred for the cremation or burial of the **COVERED PERSON** including any transportation and internment costs. **FUNERAL EXPENSES** include but are not limited to, services performed by an undertaker, the cost of the casket and or any crematorium or graveyard costs incurred.

FUNERAL EXPENSES do not include any costs associated with the wake, catering costs or discretionary purchases related to the funeral.

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

HAND means the entire hand below the wrist.

HOME TUTORIAL SERVICES means any instruction, teaching and/or tutorial services provided by a professionally qualified teacher or tutor who is not a **RELATIVE** nor any person permanently residing with the **COVERED PERSON**.

HOMEMAKER ASSISTANCE means any professional, non-medical and non-nursing assistance required to complete the **HOMEMAKER DUTIES**.

HOMEMAKER DUTIES means the domestic tasks normally performed by a person who does not work for monetary reward and whose primary responsibility is tending to the home and family. These duties may include cleaning, washing, cooking and tending to the needs of children and pets.

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 Tables of Benefits.

NON-MEDICARE MEDICAL EXPENSES means expenses incurred by a **COVERED PERSON** or by the **POLICY HOLDER** for the following treatment(s): Medical, Surgical, X-ray, Chiropractic, Osteopathic, Physiotherapy, Hospital and Nursing.

Any amount(s) payable under **NON- MEDICARE MEDICAL EXPENSES** will be net of any recovery made from a private health insurance fund with respect to the expense. No **BENEFIT** is payable in respect of the Medicare gap, being the difference between payment made by Medicare and the Medicare Benefits Schedule fee for the expense.

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

NON-SCHEDULED FLIGHT LIMIT OF LIABILITY means the amount stated in the **SCHEDULE**. The **NON-SCHEDULED FLIGHT LIMIT OF LIABILITY** forms part of and is not in addition to the **POLICY AGGREGATE LIMIT OF LIABILITY**.

MEDICAL MOBILITY EQUIPMENT means any out-of-hospital mobility and movement equipment to assist in patient transportation and recovery approved and certified as necessary by a **DOCTOR** as a direct result of the **BODILY INJURY**, including but not limited to A-frames, crutches, walkers, walking sticks, walking frames, non-motorised wheelchairs, non-motorised scooters, moon boots, knee-brace and neck, arm or leg supports

OPERATIVE PERIOD OF COVER means the specified period for which a **COVERED PERSON** is covered under the **POLICY** as explained in the "When does a **COVERED PERSON'S** cover under the **POLICY** begin and end?" part of this **POLICY**.

OUT-OF-POCKET EXPENSES means unforeseeable costs and expenses which are not insured under this **POLICY** or any other indemnification available to the **COVERED PERSON**, for:

- (a) **MEDICAL MOBILITY EQUIPMENT**;
- (b) local transportation (other than ambulance transportation); and

- (c) replacement of personal effects damaged as a result of the **BODILY INJURY**.

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:

- (a) 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
- (b) lasts at least 12 consecutive months from the occurrence; and
- (c) 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 AGGREGATE LIMIT OF LIABILITY means the amount stated in the **SCHEDULE**.

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:

- (a) any injury, **SICKNESS**, illness, disease or 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 in the twelve (12) months immediately prior to the **COVERED PERSON'S EFFECTIVE DATE OF COVER** under the **POLICY**.
- (b) solely in respect of **SICKNESS**, any condition caused by or arising out of anything referred to in paragraph (a) of this definition above.

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 any sport for which a **COVERED PERSON** receives a fee, monetary payment, sponsorship or financial reward as a result of a **COVERED PERSON'S** participation, which accounts for more than fifty percent (50%) of the **COVERED PERSON'S** annual income (including **SALARY**) from all sources.

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 a **COVERED PERSON'S** 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).

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 de facto 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 PERSON'S 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

1. **OUR** maximum liability for each and all **COVERED EVENTS**, claims and/or losses arising out of any one **ACCIDENT** during the **INSURANCE PERIOD** will not exceed the **EVENT LIMIT OF LIABILITY** stated in the **SCHEDULE**.

In the event that any claims made under the **POLICY** exceed the **EVENT LIMIT OF LIABILITY**, **WE** shall proportionally reduce the amount(s) payable to each **COVERED PERSON** with respect to such claim(s).

2. **OUR** maximum liability for each and all **COVERED EVENTS**, claims and/or losses in the aggregate, directly, indirectly, or in any way attributable to an **ACCIDENT** which involves a **NON SCHEDULED FLIGHT** during the **INSURANCE PERIOD** will not exceed the **NON SCHEDULED FLIGHT LIMIT OF LIABILITY** stated in the **SCHEDULE**.
3. **OUR** maximum liability for all **COVERED EVENTS**, claims and/or losses in the aggregate under all sections of the **POLICY** during the **INSURANCE PERIOD** will not exceed the **POLICY AGGREGATE LIMIT OF LIABILITY** stated in the **SCHEDULE**.

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 the corresponding percentage of the **SUM INSURED** stated against the **COVERED EVENTS** in the Table of Benefits 1, providing that:

- (a) 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
- (b) The resulting **COVERED EVENT** occurs within twelve (12) months of the **BODILY INJURY DATE**; and
- (c) The **COVERED EVENT** is solely and directly attributable to the **BODILY INJURY** and not any other cause; and
- (d) 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	100%
2	PERMANENT TOTAL DISABLEMENT	100%

3	PERMANENT paraplegia, quadriplegia, or incurable paralysis of all LIMBS	100%
4	PERMANENT and total LOSS of use of one or both LIMBS	100%
5	PERMANENT and incurable insanity	100%
6	PERMANENT disablement not otherwise provided for in this table*	100%
7	PERMANENT and total LOSS of sight in one or both eyes	100%
8	PERMANENT and total LOSS of the lens of both eyes	100%
9	PERMANENT and total LOSS of the lens of one eye	60%
10	PERMANENT total LOSS of hearing in both ears	100%
11	PERMANENT total LOSS of hearing in one ear	30%
12	PERMANENT disfigurement from third degree burns equal to or greater than 20% of the surface of the entire external body	50%
13	PERMANENT disfigurement from second degree burns equal to or greater than 20% of the surface of the entire external body	25%
14	PERMANENT and total LOSS of use of four fingers and the thumb of either HAND	80%
15	PERMANENT total LOSS of use of four fingers of either HAND	50%
16	PERMANENT total LOSS of use of one thumb (both joints)	40%
17	PERMANENT total LOSS of use of one thumb (one joint)	20%
18	PERMANENT total LOSS of use of one finger all three joints	15%
19	PERMANENT total LOSS of use of one finger two joints	10%
20	PERMANENT total LOSS of use of one finger one joint	5%
21	FRACTURED leg or patella with established non-union	10%
22	Shortening of the leg by at least 5cm	7.5%
23	PERMANENT total LOSS of use of all toes on either FOOT	15%
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:

- (a) 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
- (b) the resulting **COVERED EVENT** occurs within twelve (12) months of the **BODILY INJURY DATE**; and
- (c) the **COVERED EVENT** is solely and directly attributable to the **BODILY INJURY** and not any other cause; and
- (d) 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, conditions, limitations 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 the **BENEFIT** to the legal representatives of the **COVERED PERSON'S** estate, provided that any person or persons to whom the **BENEFIT** is paid, provide to **US** 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, conditions, limitations and exclusions of the **POLICY**, in the event:

- (a) 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 **GEOGRAPHIC LIMITS**; and
- (b) as a direct and sole result of the **BODILY INJURY**, the **COVERED PERSON** suffers **TEMPORARY TOTAL DISABLEMENT** within twelve (12) months of the **BODILY INJURY DATE** for a continuous period longer than the **EXCESS PERIOD**; and
- (c) a **SUM INSURED** is stated against the **COVERED EVENT** in the **SCHEDULE**,

WE will pay the lesser of:

- (i) the **SUM INSURED** stated on the **SCHEDULE** against this **COVERED EVENT**; and
- (ii) the **SALARY** of the **COVERED PERSON** (if no percentage is stated on the **SCHEDULE**); and
- (iii) 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:

- (iv) the maximum **BENEFIT PERIOD** as stated in the **SCHEDULE**; or
- (v) 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, conditions, limitations and exclusions of the **POLICY**, in the event:

- (a) 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 **GEOGRAPHIC LIMITS**; and
- (b) as a direct result of the **BODILY INJURY**, the **COVERED PERSON** suffers **TEMPORARY PARTIAL DISABLEMENT** within twelve (12) months of the **BODILY INJURY DATE** for a continuous period longer than the **EXCESS PERIOD**; and
- (c) a **SUM INSURED** is stated against the **COVERED EVENT** in the **SCHEDULE**.

WE will pay the lesser of either:

- (i) 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;
- (ii) the **SALARY** of the **COVERED PERSON** (if no percentage is stated in the **SCHEDULE**); or
- (iii) 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:

- (iv) the **BENEFIT PERIOD** as stated in the **SCHEDULE**; or
- (v) the period the **TEMPORARY PARTIAL DISABLEMENT** persists as evidenced by a **DOCTOR**.

Notwithstanding the above, 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** specified in the **SCHEDULE**.

ESCALATION OF CLAIM BENEFIT

Should a **COVERED PERSON** be paid **BENEFITS** under the **POLICY** for **COVERED EVENTS** 36 or 37 for a period longer than twelve (12) continuous months, and again for any subsequent period longer than twelve (12) 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** 36, **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.

NON-MEDICARE MEDICAL BENEFIT

1. Should a **COVERED PERSON** sustain a **BODILY INJURY** which:
 - (a) results in a valid claim under **COVERED EVENTS** 2-37; and
 - (b) during the **INSURANCE PERIOD** and within twelve (12) months of the **BODILY INJURY DATE**, requires the **COVERED PERSON** to incur **NON-MEDICARE MEDICAL EXPENSES**,
upon providing to **US** the actual invoices/receipts of such medical expenses, **WE** will pay a **BENEFIT** for such **NON-MEDICARE MEDICAL EXPENSES** subject to the **SUM INSURED**, Non-Medicare Medical Excess and Maximum Percentage of reimbursement specified in the **SCHEDULE**.
2. There is no coverage under this **BENEFIT** for any:
 - (a) dental treatment, unless such treatment is necessarily required to **TEETH** (other than dentures) and is directly caused by the **BODILY INJURY** referred to in part 1 above;
 - (b) payment for any health services which within the meaning of the *Commonwealth Private Health Insurance Act 2007* or the *Private Health Insurance (Health Insurance Business) Rules 2009* would constitute the carrying on of health insurance business (including the gap between any Medicare or private health insurance rebate and the actual expense incurred); and
 - (c) expense which is claimable against Medicare or any private health insurance fund.

SECTION 3 – ADDITIONAL BENEFITS

The following Additional Benefits will only apply if a **SUM INSURED** is specified against an Additional Benefit in the **SCHEDULE**. Coverage under Section 3 is subject to the terms, conditions and exclusions of this **POLICY**.

Any amounts payable under Section 3 form part of and are not in addition to the **EVENT LIMIT OF LIABILITY**.

3.1 ACCIDENTAL HIV INFECTION BENEFIT

If, during the **OPERATIVE PERIOD OF COVER**, a **COVERED PERSON** is infected with Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) through **BODILY INJURY** or assault by a third party which is suffered whilst the **COVERED PERSON** is a **VOLUNTARY WORKER**, **WE** will pay the **SUM INSURED** specified in the **SCHEDULE**, provided that:

- (a) the **COVERED PERSON** must seek medical treatment as soon as reasonably practicable after the **BODILY INJURY** or assault and a claim must be made within 180 days from the date of positive diagnosis of contracting HIV or AIDS;
- (b) the **COVERED PERSON** must be alive 30 days after the confirmed infection of HIV/AIDS for this **BENEFIT** to be payable; and
- (c) this **BENEFIT** is not payable for infection through sexual transmission, drug use, any illegal act or blood transfusion.

3.2 BED CARE BENEFIT

If, during the **OPERATIVE PERIOD OF COVER** and whilst a **COVERED PERSON** is a **VOLUNTARY WORKER**, a **COVERED PERSON**:

- (a) sustains a **BODILY INJURY** within the **GEOGRAPHIC LIMITS**; and
- (b) is confined to bed (other than a hospital or other medical facility), for a period in excess of forty-eight (48) hours; and
- (c) provides **US** with the written opinion of a **DOCTOR** verifying that the **BODILY INJURY** is the cause of the **COVERED PERSON** being confined to bed,

WE will pay a weekly **BENEFIT** subject to the **SUM INSURED**, **BENEFIT PERIOD** and **EXCESS PERIOD** specified in the **SCHEDULE**.

3.3 CHAUFFEUR BENEFIT

In the event a **COVERED PERSON** suffers a **BODILY INJURY** which results in a valid claim for any **BENEFIT(S)** paid under **COVERED EVENTS** 36 or 37, **WE** will pay a weekly **BENEFIT** 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, subject to the **SUM INSURED** and **BENEFIT PERIOD** specified in the **SCHEDULE**, provided that:

- (a) this **BENEFIT** is not payable to a **RELATIVE** or anyone living with the **COVERED PERSON**; and
- (b) the requirement for a chauffeur must be evidenced by a **DOCTOR** for this **BENEFIT** to be payable.

3.4 COMA BENEFIT

If, during the **OPERATIVE PERIOD OF COVER** and whilst a **COVERED PERSON** is a **VOLUNTARY WORKER**:

- (a) a **COVERED PERSON** sustains a **BODILY INJURY** within the **GEOGRAPHIC LIMITS**; and
- (b) the **BODILY INJURY** directly causes or results in the **COVERED PERSON** being in a state of continuous unconsciousness; and
- (c) the **COVERED PERSON** or their legal representative provide **US** with a **DOCTOR'S** certificate that verifies that the direct cause of the continuous unconsciousness was the **BODILY INJURY**,

WE will pay a weekly **BENEFIT** subject to the **SUM INSURED** and **BENEFIT PERIOD** specified in the **SCHEDULE**.

Where a **COVERED PERSON** is in a coma for less than seven (7) days, a daily rate of one-seventh (1/7th) of the specified **SUM INSURED** will be paid.

3.5 CORPORATE IMAGE PROTECTION BENEFIT

If, during the **INSURANCE PERIOD**, and whilst a **COVERED PERSON** is a **VOLUNTARY WORKER**, a **COVERED PERSON** sustains a **BODILY INJURY** which results in **ACCIDENTAL DEATH** or **PERMANENT TOTAL DISABLEMENT**, **WE** will pay the **POLICY HOLDER** the actual and reasonable expenses necessarily incurred for the services of image/public relations consultants for the purpose of protecting the **POLICY HOLDER'S** corporate image.

The maximum amount **WE** will pay under this **BENEFIT** per **INSURANCE PERIOD**, is the **SUM INSURED** specified in the **SCHEDULE**.

3.6 DEPENDENT CHILD ASSISTANCE BENEFIT

In the event:

- (a) there is a valid claim for **COVERED EVENT 1 – ACCIDENTAL DEATH** under this **POLICY**; or
- (b) a **COVERED PERSON**, whilst receiving **BENEFITS** under “Section 2 – Loss of Income Benefits”, dies from the **BODILY INJURY** which led to the claim; and
- (c) the **COVERED PERSON** leaves behind **DEPENDENT CHILDREN**,

WE will pay a **BENEFIT** per **DEPENDENT CHILD** to the estate or representative of the deceased **COVERED PERSON**, for the benefit of the **DEPENDENT CHILD(REN)**, subject to the **SUM(S) INSURED** specified in the **SCHEDULE**.

3.7 DOMESTIC ASSISTANCE EXPENSES BENEFIT

In the event a **COVERED PERSON** suffers a **BODILY INJURY** which results in a valid claim for any **BENEFIT(S)** payable under Sections 1 or 2 of this **POLICY**, and as a direct result of such **BODILY INJURY**, the **COVERED PERSON** requires **DOMESTIC ASSISTANCE** as certified by his or her treating **DOCTOR**, **WE** will pay 80% of all actual and reasonable expenses for the services of a recognised and licensed provider of **DOMESTIC ASSISTANCE** as applicable to the **COVERED PERSON**, subject to the **SUM INSURED**, **BENEFIT PERIOD** and **EXCESS PERIOD** specified in the **SCHEDULE**.

3.8 EDUCATION FUND BENEFIT

If during the **OPERATIVE PERIOD OF COVER**, and whilst a **COVERED PERSON** is a **VOLUNTARY WORKER**, a **COVERED PERSON** suffers a **BODILY INJURY** resulting in **ACCIDENTAL DEATH**, **WE** will reimburse any subsequently incurred school or university fees in respect of the **COVERED PERSON'S DEPENDENT CHILD(REN)**, subject to the **SUM INSURED** specified in the **SCHEDULE**.

3.9 FAMILY ACCOMMODATION AND TRANSPORT EXPENSES BENEFIT

If during the **OPERATIVE PERIOD OF COVER**, and whilst a **COVERED PERSON** is a **VOLUNTARY WORKER**:

- (a) a **COVERED PERSON** sustains a **BODILY INJURY** within the **GEOGRAPHIC LIMITS**; and
- (b) is admitted as an in-patient of a hospital, which is more than one hundred (100) kilometres from the **COVERED PERSON'S** normal place of residence,

WE will pay the actual and reasonable transport and/or accommodation expenses incurred by their **SPOUSE** or **PARTNER** and/or **DEPENDENT CHILD(REN)** to travel to or remain with the **COVERED PERSON**, subject to the **SUM INSURED** specified in the **SCHEDULE**.

3.10 FUNERAL EXPENSES BENEFIT

If during the **OPERATIVE PERIOD OF COVER**, and whilst a **COVERED PERSON** is a **VOLUNTARY WORKER**, a **COVERED PERSON** dies as a result of an **ACCIDENTAL DEATH**, **WE** will pay the **FUNERAL EXPENSES** of the **COVERED PERSON**, subject to the **SUM INSURED** specified in the **SCHEDULE**.

3.11 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 an additional **BENEFIT** 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.

The maximum amount payable under this additional **BENEFIT** is the **SUM INSURED** specified in the **SCHEDULE**.

3.12 HOMEMAKER ASSISTANCE BENEFIT

If, during a **COVERED PERSON'S OPERATIVE PERIOD OF COVER**, the **COVERED PERSON'S SPOUSE** or **PARTNER** who:

- (a) is not in receipt of any regular income; and
- (b) usually performs **HOMEMAKER DUTIES**,

suffers a **BODILY INJURY** rendering them unable to complete their **HOMEMAKER DUTIES** for a period of twenty-four (24) consecutive hours or more, **WE** will pay a weekly **BENEFIT** for **HOMEMAKER ASSISTANCE**, subject to the **SUM INSURED**, **BENEFIT PERIOD** and **EXCESS PERIOD** specified in the **SCHEDULE**.

3.13 INDEPENDENT FINANCIAL ADVICE BENEFIT

In the event that a **COVERED PERSON** has a valid claim for **COVERED EVENTS 1-8** or **10**, **WE** will at the request of the **COVERED PERSON**, their estate, or representative pay an additional **BENEFIT** for independent financial advice provided by a licensed financial advisor, who is:

- (a) not a **RELATIVE**; and
- (b) authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice.

Coverage under this Additional Benefit is solely for advice in relation to the **BENEFIT** payable under this **POLICY** for **COVERED EVENTS 1-8** or **10**.

The maximum amount payable under this additional **BENEFIT** is the **SUM INSURED** specified in the **SCHEDULE**.

3.14 MISCARRIAGE OR PREMATURE BIRTH BENEFIT

If, during the **OPERATIVE PERIOD OF COVER** and whilst a **COVERED PERSON** is a **VOLUNTARY WORKER**, a **COVERED PERSON** sustains a **BODILY INJURY** which directly results in premature childbirth (prior to twenty-six (26) weeks gestation) or miscarriage, **WE** will pay the **SUM INSURED** specified in the **SCHEDULE**.

3.15 OUT OF POCKET EXPENSES BENEFIT

Where:

- (a) a **COVERED PERSON** is entitled to claim a **BENEFIT** for **COVERED EVENTS** 36 or 37; and
- (b) is not in receipt of a regular income or **SALARY**,

WE will pay the actual and reasonable **OUT-OF-POCKET EXPENSES** incurred by the **COVERED PERSON** as a direct result of their disablement, subject to the **SUM INSURED** and **BENEFIT PERIOD** specified in the **SCHEDULE**.

3.16 PARTNER OR SPOUSE RETRAINING BENEFIT

In the event:

- (a) there is a valid claim under **COVERED EVENT 1 – ACCIDENTAL DEATH** under this **POLICY**; or
- (b) a **COVERED PERSON**, whilst receiving a **BENEFIT** under “Section 2 – Loss of Income Benefits”, dies from the **BODILY INJURY** which led to the claim; and
- (c) the **COVERED PERSON** leaves behind **DEPENDENT CHILDREN**,

WE will, subject to the **SUM INSURED** specified in the **SCHEDULE**, pay an additional **BENEFIT** to the **SPOUSE** or **PARTNER** of the **COVERED PERSON** for actual expenses incurred in the course of retraining for the purposes of:

- (i) finding gainful employment;
- (ii) to enable them to provide care for the **DEPENDENT CHILD**; or
- (iii) 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 twenty-four (24) months of the **COVERED PERSON’S** relevant **BODILY INJURY DATE**.

3.17 PRIVATE VEHICLE EXCESS BENEFIT

If, during the **OPERATIVE PERIOD OF COVER**, and whilst a **COVERED PERSON** is a **VOLUNTARY WORKER**:

- (a) a **COVERED PERSON** uses their personal motor vehicle for the purposes of carrying out any voluntary work or duties on behalf of the **POLICY HOLDER**; and
- (b) is involved in a collision for which they become legally liable, or their motor vehicle is stolen or damaged as the result of a carjacking incident,

WE will, subject to the **SUM INSURED** specified in the **SCHEDULE**, reimburse an amount up to and including the relevant excess, or claim amount below the excess, that would have been payable under the **COVERED PERSON’S** comprehensive motor vehicle insurance policy, which is not legally recoverable from any other source.

3.18 REHABILITATION BENEFIT

In the event that a **COVERED PERSON** has a valid claim under "Section 2 – Loss of Income Benefits" of the **POLICY** for:

- (a) **TEMPORARY PARTIAL DISABLEMENT**;
- (b) **TEMPORARY TOTAL DISABLEMENT**; or
- (c) **PERMANENT TOTAL DISABLEMENT**,

WE, at **OUR** discretion, may elect to assist the **COVERED PERSON** in arranging for rehabilitation training at a licensed vocational school, provided that such training is certified as medically necessary by a **DOCTOR** and an independent **DOCTOR** in the relevant field, as appointed by **US**.

This 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 additional **BENEFIT** is the **SUM INSURED** specified in the **SCHEDULE**.

3.19 RENTAL VEHICLE BENEFIT

WE will pay up to the **SUM INSURED** specified in the **SCHEDULE**, for the actual and reasonable costs incurred by the **COVERED PERSON** for the rental of a comparable motor vehicle, in the event that the **COVERED PERSON'S** personal motor vehicle is unavailable as a direct result of theft or damage as set out in paragraphs (a) and (b) of Additional Benefit "3.17 PRIVATE VEHICLE EXCESS" above, provided that such costs are not recoverable from any other source.

3.20 RETURN TO WORK BENEFIT

In the event that a **COVERED PERSON** has a valid claim under "Section 2 – Loss of Income Benefits" of the **POLICY** for:

- (a) **TEMPORARY PARTIAL DISABLEMENT**; or
- (b) **TEMPORARY TOTAL DISABLEMENT**

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 PERSON**) certified as 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 additional **BENEFIT** is the **SUM INSURED** specified in the **SCHEDULE**.

3.21 STUDENT TUTORIAL BENEFIT

If during the **OPERATIVE PERIOD OF COVER** and whilst a **COVERED PERSON** is a **VOLUNTARY WORKER**:

- (a) a **COVERED PERSON** sustains a **BODILY INJURY** within the **GEOGRAPHIC LIMITS**; and
- (b) at the **BODILY INJURY DATE**, the **COVERED PERSON** is a registered full-time student; and
- (c) a **DOCTOR** certifies that as a direct result of the **BODILY INJURY**, the **COVERED PERSON** is unable to attend or participate in scheduled classes,

WE will pay the actual and reasonable costs incurred for **HOME TUTORIAL SERVICES**, subject to the **SUM INSURED** and **BENEFIT PERIOD** specified in the **SCHEDULE**.

3.22 SURVIVING PARTNER / SPOUSE BENEFIT

In the event that:

- (a) there is a valid claim for **COVERED EVENT 1 – ACCIDENTAL DEATH** under this **POLICY**; or
- (b) a **COVERED PERSON**, whilst receiving a **BENEFIT** under “Section 2 – Loss of Income Benefits”, dies from the **BODILY INJURY** which led to the claim; and
- (c) the **COVERED PERSON** leaves behind a **SPOUSE** or **PARTNER**, who is not separated or divorced from the **COVERED PERSON**,

WE will pay the **SUM INSURED** specified in the **SCHEDULE** to the **SPOUSE** or **PARTNER** of the deceased.

3.23 TERRORISM INJURY BENEFIT

If, during the **OPERATIVE PERIOD OF COVER** and whilst a **COVERED PERSON** is a **VOLUNTARY WORKER**:

- (a) a **COVERED PERSON** sustains a **BODILY INJURY** within the **GEOGRAPHIC LIMITS**;
- (b) the **BODILY INJURY** gives rise to a valid claim under **COVERED EVENTS 1-8 or 10** of the **POLICY**; and
- (c) the **BODILY INJURY** directly results from an **ACT OF TERRORISM**;

WE will pay the **SUM INSURED** specified in the **SCHEDULE**.

3.24 UNEXPIRED MEMBERSHIP BENEFIT

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

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

WE will reimburse the **COVERED PERSON** 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 amount payable under this **BENEFIT** for all memberships per **COVERED PERSON**, is the **SUM INSURED** specified in the **SCHEDULE**.

3.25 WORK EXPERIENCE BENEFIT

If a person is undertaking authorised work experience with the **POLICY HOLDER** and, whilst performing occupational duties on behalf of the **POLICY HOLDER**, sustains a **BODILY INJURY** which, had the person been a **COVERED PERSON**, would have resulted in a **BENEFIT** being paid under **COVERED EVENTS 1-8 or 10** of this **POLICY**, **WE** will pay the **POLICY HOLDER** the **SUM INSURED** specified in the **SCHEDULE**.

3.26 WORKPLACE ASSAULT BENEFIT

If, during the **OPERATIVE PERIOD OF COVER** and whilst a **COVERED PERSON** is a **VOLUNTARY WORKER**:

- (a) the **COVERED PERSON** sustains a **BODILY INJURY** as a result of an unprovoked assault at their usual place of volunteering or whilst in the course of their duties on behalf of the **POLICY HOLDER**; and
- (b) the unprovoked assault has been notified to, and recorded by the **POLICY HOLDER** and the Police,

WE will pay the **COVERED PERSON** the **SUM INSURED** specified in the **SCHEDULE**.

Coverage under this **BENEFIT** is limited to one (1) claim per **COVERED PERSON**, per **INSURANCE PERIOD**.

3.27 WORKPLACE TRAUMA BENEFIT

If, during the **OPERATIVE PERIOD OF COVER** and whilst a **COVERED PERSON** is a **VOLUNTARY WORKER**:

- (a) a **COVERED PERSON** witnesses a violent criminal act at their usual place of volunteering or whilst in the course of their duties on behalf of the **POLICY HOLDER**, but does not sustain a **BODILY INJURY** as a result; and
- (b) the violent criminal act has been notified to and recorded by the **POLICY HOLDER** and the Police,

WE will pay the **COVERED PERSON** the lump-sum **BENEFIT** specified in the **SCHEDULE**.

Coverage under this **BENEFIT** is limited to one (1) claim per **COVERED PERSON**, per **INSURANCE PERIOD**.

GENERAL CONDITIONS APPLYING TO THE POLICY

1. AGE LIMITATIONS

Age limitations apply to this **POLICY**, as follows:

- (a) No cover is provided for **COVERED PERSONS** who are not aged between the minimum and maximum age limits of the **POLICY** at the time of an **ACCIDENT, BODILY INJURY** or **COVERED EVENT**;
- (b) The minimum and maximum age limits are specified in the **SCHEDULE**; and
- (c) Where applicable, specific age limits may also apply to certain **BENEFITS**. Please refer to each **BENEFIT** for full details.

2. 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.

3. CANCELLATION RIGHTS

- (a) 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).

- (b) By **US**

WE may cancel the **POLICY** in any way permitted by section 60 of the *Insurance Contracts Act 1984 (Cth)*, including if the **POLICY HOLDER** or a **COVERED PERSON** (where relevant) has:

- (i) failed to comply with its duty of disclosure;
- (ii) made a misrepresentation to **US** before the **POLICY** was entered into;
- (iii) failed to comply with a provision of the **POLICY**, including failure to pay an insurance contribution;
- (iv) made a fraudulent claim under the **POLICY** or any other **POLICY**; or
- (v) 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**

4. CLAIMS CONDITIONS

- (a) **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 **COVERED EVENTS** 2-9 & 10.
- (b) **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.
- (c) 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**.
- (d) 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**.
- (e) No **BENEFITS** are payable for more than one (1) of the **COVERED EVENTS** 36 and 37 that occur for the same time period.
- (f) **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:
 - (i) Table of Benefits 2 for **COVERED EVENTS** 27 to 33 inclusive; or
 - (ii) Table of Benefits 3 for **COVERED EVENTS** 34 to 35 inclusive.
- (g) Unless otherwise stated in the **SCHEDULE**, 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** 36 or 37.
- (h) 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**.
- (i) If:
 - (i) as a result of a **BODILY INJURY**, there is a valid claim and **BENEFITS** become payable under Section 2; and
 - (ii) 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 twelve (12) months of the original **BODILY INJURY DATE**.

- (j) All loss of income **BENEFITS** under Section 2 will be paid monthly in arrears, except where the twelve (12) weeks "Guaranteed Payment" **BENEFIT** (see page 19) of this **POLICY** applies.

5. CLAIM NOTIFICATION PROCEDURE

- (a) 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.
- (b) In the event of a claim arising under this **POLICY**, please contact **US**.
- (c) As soon as is reasonably practicable after an **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, **ACCIDENT** or **BODILY INJURY**. If **WE** request a Statutory Declaration, the **POLICY HOLDER** and/or the **COVERED PERSON** must provide same.
- (d) **WE** may require medical certification from a **COVERED PERSON'S DOCTOR** to assist us in the assessment of a claim. Upon request, the **COVERED PERSON** must provide **US** with such medical certification, at their own cost.
- (e) **WE** may also require the **COVERED PERSON** to undergo medical examinations, vocation and/or rehabilitation assessments. However, if any of these are required, **WE** will meet the costs of such examinations and/or assessments.

6. CONSTRUCTION AND INTERPRETATION

Unless the contrary intention appears in the **POLICY**:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and words in the plural include the singular; and
- (c) any references to legislation include any amendments to, regulations under, and re-enactments or consolidations of such legislation and any subsequent, replacement or similarly comparable legislation.

7. COOPERATION AND OTHER INFORMATION

Upon reasonable request, the **COVERED PERSON** and/or **POLICY HOLDER** must provide **US** with any information and assistance **WE** may reasonably require and provide such evidence to support the **COVERED PERSON'S** entitlement to a **BENEFIT**.

This evidence may include, but is not limited to the following:

- (a) written authorities allowing **US** to access medical, financial or other relevant information, which may include personal and sensitive information; and
- (b) 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
- (c) details of any other insurance covering the same, or similar, condition for which the **COVERED PERSON** is making the claim.

8. CURRENCY AND PAYMENTS

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

9. DISPUTES (SERVICE OF SUIT AND JURISDICTION)

The **INSURERS** accepting this **POLICY** agree that:

- (a) 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;

- (b) 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;

- (c) if a suit is instituted against any of the **UNDERWRITERS**, all **UNDERWRITERS** 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 **US**

10. 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.

11. 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 1984 (Cth)*, including where appropriate, the right to reduce or refuse payment of any claim.

12. Governing Law

This **POLICY**, including its construction, application and validity, will be governed by the laws of the State or Territory of the Commonwealth of Australia in which this **POLICY** is issued.

13. 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.

14. SUBROGATION

- (a) **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 settle the **COVERED PERSON'S** claim (including **OUR** legal fees for recovery), will be retained by **US**.

- (b) **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.
- (c) 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.

15. SANCTION LIMITATION 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.

16. 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.

GENERAL EXCLUSIONS APPLYING TO THIS POLICY

There is no cover under the **POLICY** for any claim and/or **BENEFIT** in any way arising out of, resulting from, consequent upon or contributed to by:

1. AIRCRAFT

any air travel undertaken by a **COVERED PERSON**, except as a passenger in any registered and licensed aircraft that carries passengers, unless otherwise agreed in writing by **US**.

2. CONTRAVENTION OF HEALTH LEGISLATION

Notwithstanding anything to the contrary in the **POLICY**, **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).

3. CRIMINAL OR ILLEGAL ACTS

any criminal or illegal act committed by a **COVERED PERSON**.

4. DRIVING UNDER THE INFLUENCE OF ALCOHOL OR DRUGS

a **COVERED PERSON** driving or operating any vehicle or vessel 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. INTENTIONAL ACTS

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.

6. NUCLEAR

nuclear reaction, nuclear radiation or radioactive contamination.

7. PRE-EXISTING CONDITIONS

any **PRE-EXISTING CONDITION**, unless otherwise agreed in writing by **US**.

8. PROFESSIONAL SPORT

a **COVERED PERSON** participating, training or taking part in **PROFESSIONAL SPORTS** of any kind, unless otherwise agreed in writing by **US**.

9. WAR

WAR, invasion or **CIVIL WAR**.

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 (Cth)*.

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**.