



**Woodina**  
Underwriting Agency

**Group Personal Accident Insurance  
Policy Wording**

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## About Woodina Underwriting Agency

Woodina Underwriting Agency hold an Australian Financial Services Licence (AFSL No. 418755) and is authorised to arrange, issue, and provide general advice on general insurance products to Australian residents.

## About Your Insurer

The Insurer of Your policy are Certain Underwriters at Lloyd's of London, who are authorised under the Insurance Act 1973 to write Australian Insurance business.

In this document, the Insurers acting through their agent Woodina Underwriting Agency are referred to as "We", "Us" and "Our".

## Notices

The information contained in this section is general information only and does not form part of your contract with us.

## Your Duty of Disclosure

Before You enter into a contract of general insurance with an insurer, You have a duty, under the *Insurance Contracts Act 1984*, to disclose to the insurer every matter which You know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of insurance.

To advise Us, You should notify Woodina Underwriting Agency via email [info@woodina.com.au](mailto:info@woodina.com.au) or telephone +61(0)7 3222 9400.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by Us;
- that is common knowledge;
- that We know, or in the ordinary course of business as an insurer, should know;
- as to which compliance with your duty is waived by Us.

## Cooling-Off Period

You have the right to return the policy to Us within 14 days of the date that the cover is incepted. If you return the Policy during the cooling-off period, We will refund all of the Premium You pay for insurance under the Policy, less any duties or taxes payable. To do this You must advise Woodina in writing. You will not receive a refund if You have made a claim under the Policy during the cooling-off period.

## Privacy

Woodina Underwriting is committed to protecting the privacy of the personal information You provide Us. Woodina Underwriting collects, uses and retains Your personal information in accordance with the National Privacy Principles.

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

We may disclose the personal information we collect:

- (a) To our relevant employees involved in delivering our services;
- (b) If Your insurance broker collects this form from You, to that broker;
- (c) To facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- (d) To the insurance companies with whom we transact business;
- (e) To the Lloyd's Syndicates we represent (which are located in the United Kingdom);
- (f) To insurance reference bureau or credit reference bureau;
- (g) To reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

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

You may request access to Your personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply). If You would like to access a copy of Your personal information or You wish to correct or update Your personal information, please also contact us on +61(0)7 3222 9400.

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

From time to time, we may use Your personal information to send You details of new insurance products or other insurance related information that may be of interest to You. If You do not wish to receive such information, please advise us on +61(0)7 3222 9400.

### Code of Practice

This policy is compliant with the Insurance Council of Australia's General Insurance Code of Practice, apart from any claims adjusted outside of Australia. Woodina Underwriting Agency Pty Ltd and Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of Code is to raise standards of practice and service in the general insurance industry.

A copy of the code is available from the Code's dedicated website [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## Complaints Procedures

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

<p><b>Stage 1</b></p>	<p>Any enquiry or complaint relating to this Policy or a claim should be addressed to Woodina as Lloyd's insurance intermediary (the coverholder) in the first instance – in most cases this will resolve Your grievance.</p> <p>Please send to:</p> <p><b>Woodina Underwriting Agency Pty Ltd</b>  <b>GPO Box 3313</b>  <b>BRISBANE QLD 4000</b></p> <p><b>T: +61 (0)7 3222 9400</b>  <b>E: <a href="mailto:info@woodina.com.au">info@woodina.com.au</a></b></p>	<p>Woodina will acknowledge Your enquiry or complaint immediately by telephone or email.</p> <p>Woodina aims to resolve Your complaint where possible within 15 business days.</p>
<p><b>Stage 2</b></p>	<p>If Stage 1 does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should contact:</p> <p><b>Lloyd's Australia Limited</b>  <b>Level 9, 1 O'Connell Street</b>  <b>Sydney</b>  <b>NSW 2000</b>  <b>Australia</b></p> <p><b>T: +61 (0)2 8298 0783</b>  <b>F: +61 (0)2 8298 0788</b>  <b>E: <a href="mailto:ldraustralia@lloyds.com">ldraustralia@lloyds.com</a></b></p> <p>When You lodge Your dispute with Lloyd's, Lloyd's will usually require the following information:</p> <ul style="list-style-type: none"> <li>• Name, address and telephone number of the policyholder</li> <li>• Details of the policy concerned (policy type and/or claim reference numbers, etc)</li> <li>• Name and address of the agent through whom the policy was obtained</li> <li>• Details of the reasons for lodging the complaint</li> <li>• Copies of any supporting documentation You believe may assist Lloyd's in addressing Your complaint appropriately.</li> </ul>	<p>Your dispute will be acknowledged in writing within 5 business days of receipt and will be reviewed by a person with appropriate authority to deal with the dispute and You will be informed of progress at least every 10 business days.</p> <p>The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases You will receive a full written response to Your dispute within 15 working days of receipt.</p>
<p><b>External Dispute Resolution</b></p>	<p>If Your complaint is not resolved within 45 calendar days, or resolved in a manner satisfactory to You, You may refer the matter to FOSA or AFCA as follows:</p> <p><b>For complaints lodged on or before 31<sup>st</sup> October 2018</b>  You may refer the matter to FOSA. FOSA can be contacted by post GPO Box 3, Melbourne VIC 3001, phone 1800 367 287 or email <a href="mailto:info@fos.org.au">info@fos.org.au</a>. More information can be found on their website <a href="http://www.fos.org.au">www.fos.org.au</a>.</p> <p><b>For complaints lodged on or after 01<sup>st</sup> November 2018</b>  You may refer the matter to AFCA. AFCA can be contacted by post GPO Box 3, Melbourne VIC 3001, phone 1800 931 678 or email <a href="mailto:info@afca.org.au">info@afca.org.au</a>. More information can be found on their website <a href="http://www.afca.org.au">www.afca.org.au</a>.</p> <p>FOSA and AFCA are independent bodies that operate nationally in Australia and aim to resolve disputes between You and Your insurer. FOSA and AFCA provide fair and independent financial services complaint resolution that is free to consumers. Determinations made by FOSA and AFCA are binding upon Us.</p>	<p>Your dispute must be referred to the FOSA or AFCA within 2 years of the date of our final decision.</p> <p>This service is free of charge to policyholders.</p>

## General Definitions

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

### Accident

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

### Accidental Death

shall mean the death of an Insured Person as a result of an Accident.

### Civil War

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

### Complete Fracture

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

### Dependent Children

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

### Doctor

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

### Domestic Duties

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

### Effective Date of Individual Cover

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

### Employee

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

### Events(s)

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

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

shall mean the digits of a Hand or Foot.

### **Foot**

shall mean the entire Foot below the ankle.

### **Hairline Fracture**

shall mean the mere cracks in the bone.

### **Hand**

shall mean the entire Hand below the wrist.

### **Injury**

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

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

### **Insured**

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

### **Insured Person**

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

### **Loss**

shall mean in connection with:

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

and which in each case is caused by an Injury.

### **Limb(s)**

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

### **Other Fracture**

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

### **Paraplegia**

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

### **Period of Insurance**

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

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

### **Permanent**

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

### **Permanent Total Disablement**

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

### **Policy**

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

### **Policy Schedule**

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

### **Policy Wording**

shall mean this document.

### **Pre-existing Medical Condition**

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

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

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

### **Premium**

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

### **Professional Sport**

shall mean any sport for which an Insured Person receives any fee or monetary reward as a result of their participation.

### **Quadriplegia**

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



## Salary

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

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

## Seek Employment

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

## Sickness

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

## Simple Fracture

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

## Spouse/Partner

shall mean the Insured Person's husband or wife living with the person or any person of either sex living in a defacto marital relationship with the person.

## Temporary Partial Disablement

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

## Temporary Total Disablement

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

## Terrorism

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

## Tooth/teeth

shall mean means a sound and natural permanent Tooth but does not include first or milk Teeth, dentures or implants.

## Underwriter(s)

shall mean certain Underwriters at Lloyd's of London.

### Waiting Period

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

### War

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

### We/Our/Us

shall mean the Underwriters.

### You/Your

shall mean the Insured.

## Section 1 - Personal Accident and Sickness

### Personal Accident

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

### Sickness

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

### Table of events

#### Part A – Lump sum benefits

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

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

8. Loss of use of lens of:	
a) both eyes	100%
b) one (1) eye	60%
9. Loss of hearing of:	
a) both ears	80%
b) one (1) ear	30%
10. Burns:	
a) third degree burns and/or resultant disfigurement which covers more than thirty (30) percent of the entire external body	60%
b) second degree burns and/ or resultant disfigurement which covers more than thirty (30) percent of the entire external body	30%
11. Permanent total loss of use of four (4) Fingers and Thumb of either Hand	80%
12. Permanent total loss of use of four (4) Fingers of either Hand	50%
13. Permanent total loss of use of the Thumb of either Hand;	
a) both joints	40%
b) one (1) joint	20%
14. Permanent total loss of use of Fingers of either Hand	
a) three (3) joints	20%
b) two (2) joints	15%
c) one (1) joint	10%
15. Permanent total loss of use of Toes of either Foot;	
a) All – one Foot	15%
b) great – both joints	5%
c) great – one joint	3%
d) other than great Toe – each Toe	1%
16. Fractured leg or patella with established non union	10%
17. Loss of at least fifty (50) percent of all Teeth.	1% per Tooth (up to a maximum of \$10,000 in total)
18. Shortening of leg by at least five (5) centimetres	10%
19. Permanent partial disablement not otherwise provided for under Events 8b) – 18	Such percentage of the lump sum amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 8b) to 18.

## Part B – Weekly benefits – Injury

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

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

## Part C – Injury resulting in surgery

Cover for an Event under this Part applies only if:

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

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

## Part D – Weekly Benefits – Sickness

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

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

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

## Part E – Sickness resulting in surgery

Cover for an Event under this Part applies only if:

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

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

## Part F – Injury resulting in fractured bones

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

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

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

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

## Part G – Injury resulting in loss or damage to teeth

Cover for an Event under this Part applies only if an amount for that Event is shown on the Policy Schedule against Part G – Injury Resulting in Loss or Damage to Teeth.

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

## Section 2 - Additional Wellbeing

### 2.1 Accidental HIV infection benefit

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

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

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

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

### 2.2 Accommodation and transport benefit

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

### 2.3 Advanced payment

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

### 2.4 Childcare benefit

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

### 2.5 Coma benefit

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

### 2.6 Dependant child benefit

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

## 2.7 Domestic Help benefit

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

## 2.8 Education fund benefit

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

## 2.9 Escalation of claim benefit

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

## 2.10 Home care benefit

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

The benefit We will pay is the lesser of:

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

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

## 2.11 Home Nursing Expenses

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

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

## 2.12 Hospitalisation waiting period waiver

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

## 2.13 Independent financial advice

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



### **2.14 Modification benefit**

If, during the Period of Insurance, an Insured Person sustains an Injury for which a benefit is paid for Events 2 or 3, We will pay for costs necessarily incurred to modify the Insured Person's home and/or motor vehicle, or costs associated with relocating the Insured Person to a more suitable home, up to the amount shown on the Policy Schedule against Personal Wellbeing – Modification Benefit, provided that medical evidence is presented from a Doctor certifying the modification and/ or relocation is necessary.

### **2.15 Orphan benefit**

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

### **2.16 Rehabilitation benefit**

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

### **2.17 Spouse/Partner Retraining Benefit**

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

- (a) for the sole purpose of obtaining gainful employment;
- (b) to improve their potential for employment;
- (c) to enable them to improve the quality of care they can provide to the Insured Person;  
Provided always that;
- (d) the Spouse/Partner has not attained the age of sixty-five (65) years of age at the commencement of the training;
- (e) the training is provided by a recognised institution with qualified skills to provide such training; and
- (f) costs are incurred within six (6) months of the payment of the benefit for Events 1 or 2.

### **2.18 Student tutorial benefit**

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

### **2.19 Unexpired membership benefit**

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

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

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

## Section 3 - Corporate Protection

### 3.1 Chauffeur Benefit

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

### 3.2 Corporate Image Protection

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

### 3.3 Disappearance

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

### 3.4 Funeral Expenses

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

### 3.5 Replacement Staff/Recruitment Costs

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

### 3.6 Workplace Assault Benefit

If, during the Period of Insurance, an Insured Person suffers an Injury as a result of an unprovoked assault at their usual place of employment or whilst in the course of their duties, on behalf of the Insured, We will pay the amount shown on the Policy Schedule against Corporate Protection – Workplace Assault Benefit.

### 3.7 Workplace Modification

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

### 3.8 Workplace Trauma Benefit

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

### General Conditions

- 1) If an Insured Person suffers an Injury resulting in any one (1) of Events 2 to 8.a), no further benefits will be payable under Part A – Lump Sum Benefits for any subsequent Injury to that Insured Person.
- 2) Benefits shall not be payable for more than one (1) of the Events 1 to 19 in respect of the same Injury in which case the highest benefit amount will be paid.
- 3) Benefits shall not be payable for more than one (1) of the surgical benefits described in Events 22 to 26 and 29 to 32, in respect of any one (1) Injury or Sickness, in which case the highest benefit amount will be paid.
- 4) Weekly Benefits shall not be payable:
  - a) in excess of the maximum benefit period, as specified on the Policy Schedule, in respect to any one (1) Injury or Sickness;
  - b) for the Waiting Period;
  - c) beyond the date of the Insured Person's death;
  - d) once the Insured Person is deemed fit to return to work by a Doctor;
  - e) for more than one (1) of the Events 20 and/or 21 or Events 27 and/or 28 that occur during the same period of time;
  - f) if the Insured Person fails to provide Us with all requested information and other evidence reasonably required to assess their claim; or
  - g) during any period where the Insured Person fails to follow the advice of or undertake the recommended treatment by a Doctor for the current disability. Advice or treatment includes seeking specialist advice or undergoing rehabilitation such as but not limited to obesity, drug addiction or alcoholism treatment plans where the condition is related to or exacerbating the current disability.
- 5) Any benefit payable shall be suspended during a period of imprisonment whether served in a state run detention centre or alternate facility including home detention.
- 6) We may require at any time during a period of disablement that the Insured Person be examined by an independent medical officer of Our choosing. The costs associated with the examination will be met by Us, however, if the Insured Person fails to attend the examination for any reason then they will be required to pay any costs incurred. Failure to attend the independent medical examination may result in suspension or cessation of benefits.
- 7) If an Insured Person suffers a recurrence of Temporary Total or Temporary Partial Disablement from the same or related cause or causes within six (6) months, the subsequent period of disablement will be deemed a continuation of the prior disablement. A new Waiting Period will not apply, and the total benefit period shall not exceed the maximum benefit period, as specified on the Policy Schedule, inclusive of the benefit already received. If the Insured Person has worked on a full- time unrestricted basis for at least six (6) consecutive months the subsequent period of disablement shall be deemed to have resulted from a new Injury or Sickness. A new Waiting Period and a new maximum benefit period as specified on the Policy Schedule shall apply. Where an Injury requires surgical treatment which cannot be performed within the twelve (12) months from the date of the Accident, provided the Insured Person can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of Accident and a Doctor certifies this, We will treat this as a continuation of the first Injury regardless of whether the Insured Person has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty four (24) months from the original date of the Accident.

- 8) If an Insured Person returns to work for more than five (5) days during the Waiting Period and suffers a reoccurrence of the Injury or Sickness which led to the initial Temporary Total Disablement, then the Waiting Period shall recommence from the day that the Insured Person suffers Temporary Total Disablement after returning to work.
- 9) Sick leave, annual leave or other employer sponsored benefits are not required to be exhausted prior to the Insured Person making a claim under this Policy.
- 10) The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any periodic compensation benefits payable under any workers' compensation or accident compensation scheme and the amount of any sick pay received or any disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under the Policy shall not exceed the percentage of Salary of the Insured Person shown on the Policy Schedule and/or the Salary of the Insured Person.
- 11) If an Insured Person becomes unemployed whilst receiving benefit payments under Events 20 and/or 21 or Events 27 and/or 28 and is subsequently certified by a Doctor as being fit for light or partial duties, then the Insured Person must actively Seek Employment which is consistent with the Doctor's certified level of capacity. Should the Insured Person not actively Seek Employment, benefits shall be reduced to 25% of the amount payable for Event 20 and/or 27.
- 12) Subject to Advanced Payment referred to under Personal Wellbeing, Weekly Benefits shall be payable fortnightly in arrears. Compensation for a period of less than one week will be paid at the rate of one-seventh (1/7th) of the weekly benefit for each day during which the disability continues.
- 13) All benefits shall be payable to the Insured or such person(s) and in such proportions as the Insured shall nominate, unless otherwise stated in the Policy.
- 14) With respect to Part A - Lump Sum Benefits, where the Lump Sum Benefit is salary linked and the Employee is not in receipt of a Salary, the benefit amount shall be fifty (50) percent of the maximum Lump Sum benefit stated on the Policy Schedule for the category applicable to such an Employee.
- 15) With respect to Part A - Lump Sum Benefits, the benefit payable in respect of Insured Persons under eighteen (18) years of age shall be limited to 10% of the sum insured shown on the Policy Schedule under Event 1 – Accidental Death or \$50,000, whichever is the lesser. With respect to Events 2 to 19, the benefit is limited to the lesser of the sum insured stated on the Policy Schedule or \$250,000.
- 16) Where an Insured Person is exposed to the elements as a result of an Accident and suffers from any of the Events stated in the Table of Events as a direct result of that exposure within twelve (12) months of the Accident, the Insured Person will be deemed for the purposes of this Policy to have suffered an Injury on the date of the Accident.
- 17) Should a benefit be payable under this Policy that is also payable under any other Policy issued by Us, the benefit will only be payable under one (1) Policy, which shall be the Policy with the highest benefit amount.

## General Exclusions

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

- 1) an Insured Person engaging in or taking part in;
  - (a) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
  - (b) training for or participating in Professional Sport of any kind.
- 2) any self-injury, suicide or any illegal or criminal act committed by the Insured Person;

- 3) the Insured Person being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of non-prescription drugs, including abuse of prescription drugs unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice;
- 4) Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth); or
- 5) Any loss which occurs when the Insured Person is seventy (70) years of age or over. This will not prejudice any entitlement to claim benefits for an Event which has arisen before an Insured Person has attained the age of seventy (70) years;
- 6) any claim for Events 20 and/or 21 or Events 27 and/ or 28 which are in any way attributed to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising therefrom;
- 7) any claim which results from a sexually transmitted disease or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC), except to the extent that it is covered under Personal Wellbeing – Accidental HIV Infection;
- 8) War, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military, usurped power or Terrorism;
- 9) the use, existence or escape of nuclear weapons, materials or ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
- 10) any condition such as neurosis, psycho-neurosis, mental, emotional, stress, depression or anxiety condition disease or disorder or similar condition or any condition which is a consequence of the treatment of these conditions, unless the Insured Person is being treated by or has been referred to a psychiatrist, psychologist or similar specialist;
- 11) Pre-Existing Medical Conditions as herein defined.
- 12) the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
- 13) the Insured Person's voluntary exposure to unnecessary danger.

## General Provisions

### Aggregate limit of liability

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

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

### Alteration of risk

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

### Assistance and co-operation

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

## Cancellation

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

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

If the Policy is cancelled by either the Insured or Us, We will retain a short period premium calculated at the pro-rata proportion of the annual premium for the time the Insured has been on risk plus ten percent (10%) and the Insured shall receive a refund of any balance of the Premium actually paid.

We will not refund any Premium if We have paid a claim or benefit to the Insured or an Insured Person under the Policy.

## Currency

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

## Due diligence

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

## Fraudulent claims

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of the Insured, We, without prejudice to any other right(s) We might have under this Policy, shall be entitled to refuse to pay such claim and You must pay back any benefit that we have already paid. If this happens, We will not refund any premium.

## Notice of claim

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

Please send the notice to:  
Fullerton Health Corporate Services  
Level 10, 33 York Street  
Sydney NSW 2000  
E [claims@fullertonhealthcs.com.au](mailto:claims@fullertonhealthcs.com.au)  
T +61 (0)2 8256 1770

## Other Insurance

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

## Sanctions

We shall not provide cover and We shall not be liability to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United States resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Service of Suit

The Underwriters hereon agree that:-

- (a) In the event of a dispute arising under the Policy, Underwriters at the request of the Insured will submit to the jurisdiction of any competent court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such court.

- (b) Any summons, notice or process to be served upon the Underwriters may be served upon:

Lloyd's Australia Ltd Level 9  
1 O'Connell Street Sydney  
NSW 2000  
Australia  
T +61 (0)2 8298 0700  
F +61 (0)2 8298 0788

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

- (c) If a suit is instituted against one of the Underwriters, all Underwriters hereon will abide by the final decision of such court or any appellate court.

## Several Liability notice

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

## Subrogation

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

## Takeover terms

With respect to Insured Persons who are covered by this Insurance on the commencement date of the Period of Insurance and were covered at expiry under the insurance policy that this Policy replaces, cover is hereby extended to include any Pre-Existing Medical Conditions (other than any condition which has a terminal diagnosis) which would have been covered under the previous insurance. This provision has the effect of altering this Policy's definition of Pre-Existing Medical Condition and Exclusion 11 which may otherwise have applied.