



Woodina
Underwriting Agency

**Personal Accident & Sickness 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 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** paid 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.

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. There are established procedures for dealing with complaints and disputes regarding **Your** insurance or claim and are set out below:

<p>Stage 1</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: Woodina Underwriting Agency Pty Ltd GPO Box 3313 BRISBANE QLD 4000</p> <p>T: +61 (0)7 3222 9400 E: info@woodina.com.au</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>Stage 2</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>Lloyd's Australia Limited Level 9, 1 O'Connell Street Sydney NSW 2000 Australia</p> <p>T: +61 (0)2 8298 0783 F: +61 (0)2 8298 0788 E: ldraustralia@lloyds.com</p> <p>When You lodge Your dispute with Lloyd's, Lloyd's will usually require the following information:</p> <ul style="list-style-type: none"> • Name, address and telephone number of the policyholder • Details of the policy concerned (policy type and/or claim reference numbers, etc) • Name and address of the agent through whom the policy was obtained • Details of the reasons for lodging the complaint • Copies of any supporting documentation You believe may assist Lloyd's in addressing Your complaint appropriately. 	<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>External Dispute Resolution</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>For complaints lodged on or before 31st October 2018 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 info@fos.org.au. More information can be found on their website www.fos.org.au.</p> <p>For complaints lodged on or after 01st November 2018 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 info@afca.org.au. More information can be found on their website www.afca.org.au.</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 the **Policy** shall bear this meaning wherever it may begin with a capital letter and is in bold font:

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 **You**.

Accidental Death

shall mean **Your** death as a result of an **Accident**.

Aggregate Limit of Liability

shall mean the maximum amount **We** will pay for all claims arising from insured **Events** which occur during the **Period of Insurance**. The Aggregate Limit of Liability is shown in the **Policy Schedule**.

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.

Doctor

shall mean a person legally qualified and registered to practice medicine in Australia and who is a person other than **You**, **Your** 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 Cover

shall mean the commencement of the **Period of Insurance** stated in 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**.

Fixed Expenses

shall mean regular monthly expenses (excluding **Salary**) incurred as part of **Your** business transactions that have been continuously incurred for a period of no less than six (6) months or over such shorter period **You** have been operating as a self-employed person.

Foot

shall mean the entire **Foot** below the ankle.

Hairline Fracture

shall mean the mere cracks in the bone.

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, D and/or E 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 **You** being directly and unavoidably exposed to the elements as a result of an **Accident**.

Insured

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

Limb(s)

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

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**.

Monthly Business Expenses

shall mean **Your Fixed Expenses** incurred in the daily transaction of **Your** business if self-employed. **Monthly Business Expenses** are limited to any **Fixed Expenses** including rates, superannuation, employee salaries and telephone costs and excludes alterations to fixed assets and depreciation. All such expenses must be certified by **Your** accountant as regular **Monthly Business Expenses**. **Monthly Business Expenses** cover only applies if **You** have nominated a weekly income benefit to be covered under the **Policy**.

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.

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 **You** 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) **You** are aware or a reasonable person in the circumstance would be expected to have been aware; or
- (b) which **You** have 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 **You** in respect of this **Policy**.

Professional Sport

shall mean any sport for which **You** receive 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** 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 **You** 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 means any illness, disease or syndrome suffered by **You** which is not a **Pre-Existing Medical Condition**, and 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 **Your** husband or wife living with **You** or any person of either sex living in a defacto marital relationship with **You**.

Temporary Partial Disablement

shall mean that in the opinion of a **Doctor**, **You** are 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**, **You** are 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.

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** suffers an **Accident** which directly results in an **Injury**, **We** will pay **You** or **Your** Executors or Administrator the benefit amount in accordance with the Table of Events shown under Parts A, B, C and/or D, 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**, **You** suffer a **Sickness**, **We** will pay the corresponding amounts in accordance with the Table of Events shown under Part C, 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.

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 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 b) one (1) joint	40% 20%
14. Permanent total loss of use of Fingers of either Hand ; a) three (3) joints b) two (2) joints c) one (1) joint	20% 15% 10%
15. Permanent total loss of use of Toes of either Foot ; a) All – one Foot b) great – both joints c) great – one joint d) other than great Toe – each Toe	15% 5% 3% 1%
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
<p>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 Your Salary.</p>
<p>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, provided the combined amount does not exceed the percentage of Your Salary shown on the Policy Schedule. If You are able to return to work in a reduced capacity but elect not to do so then the benefit payable will be 30% of the amount payable for Event 20.</p>

Part C – Weekly Benefits – Sickness

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

Events
<p>22. 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 C – Weekly Benefits – Sickness, but not exceeding Your Salary.</p>
<p>23. 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 C – Weekly Benefits – Sickness, less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the percentage of Your Salary shown on the Policy Schedule.</p> <p>If You are able to return to work in a reduced capacity but elect not to do so then the benefit payable will be 30% of the amount payable for Event 22.</p>

Part D – 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 D – Injury resulting in Fractured Bones.

The Events The following Event(s) must occur within twelve (12) months of the date of the Accident	Benefit Amount Being a percentage of the amount shown on the Policy Schedule under Part D – Injury Resulting in Fractured Bones.
24. Complete Fracture of neck, spine or skull	100%
25. Hip	75%
26. Other Fracture of jaw, pelvis, leg, ankle or knee	50%
27. Cheekbone, shoulder or Hairline Fracture of neck, skull or spine	40%
28. Other Fracture of arm, elbow, wrist or ribs (per rib)	30%
29. Simple Fracture of jaw, pelvis, leg, ankle or knee	25%
30. Nose or collarbone	25%
31. Simple Fracture of arm, elbow, wrist or ribs (per rib)	25%
32. 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 D – 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 either the amount shown on the **Policy Schedule** against Part D – Injury Resulting in Fractured Bones or three thousand dollars (\$3,000), whichever is the greater.

Part E – Monthly Business Expenses – (Self Employed Persons Only)

Cover for this Part applies only if an amount is shown on the **Policy Schedule** against Part B – Weekly Benefits – Injury and/or Part C – Weekly Benefits – Sickness and provided always that the **Insured** is self-employed.

Event
33. Temporary Total Disablement (payable only in addition to Events 20 and/or 22) From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, the Monthly Business Expenses benefit shown on the Policy Schedule against Part E – Monthly Business Expenses

Section 2 - Additional Wellbeing

2.1 Accidental HIV infection benefit

If, during the **Period of Insurance**, **You** 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 **You** during the **Period of Insurance**; or
2. as a direct result of receiving medical treatment provided by a registered and legally qualified **Doctor** or registered nurse for **Your Injury** or **Sickness** suffered during the **Period of Insurance**;

We will pay **You** 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** was not HIV positive at the time and date of the event giving rise to the HIV infection. No benefit will be payable if **You** fail to comply with or provide the required level of proof.

2.2 Advanced payment

If, **You** sustain 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

2.3 Coma benefit

If, during the **Period of Insurance**, **You** sustain an Injury which directly causes or results in a continuous unconscious state and **You** or **Your** legal representative presents **Us** with a written opinion of a **Doctor** that verifies that the **Injury** caused the **Insured** to be in such a continuous unconscious state, **We** will pay to **You** or **Your** legal representative on **Your** behalf 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.

2.4 Disappearance

If, **You** body is not found within twelve (12) months after an **Accident** involving the conveyance in which **You** 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 **You** are subsequently found alive, such Accidental Death benefit amount will be refunded to **Us**.

2.5 Escalation of claim benefit

After payment of a benefit for Events 20 and/or 21 or Events 22 and/or 23 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.

2.6 Independent financial advice

If, **You** sustain an **Injury** for which benefits are payable for Events 1 to 8.a), **We** will, at **Your** request, 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 **You** or **Your** relative, up to the amount shown on the **Policy Schedule** against Additional Wellbeing – Independent Financial Advice. Costs must be incurred within six (6) months of the Lump Sum benefit being paid.

2.7 Modification benefit

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

2.8 Rehabilitation benefit

On the occurrence of Events 20 and/or 21 or Events 22 and/or 23, for which benefits are payable, **We** will pay for tuition or advice for **You** from a licensed vocational school, provided such tuition or advice is undertaken with **Our** prior written agreement and is confirmed by **Your Doctor** as being necessary. The maximum amount **We** will pay under this benefit is shown on the **Policy Schedule** against Additional Wellbeing – Rehabilitation Benefit.

- (a) the training is provided by a recognised institution with qualified skills to provide such training; and
- (b) costs are incurred within six (6) months of the payment of the benefit for Events 1 or 2.

General Conditions

- 1) If **You** suffer 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 **You**.
- 2) Benefits shall not be payable for more than one (1) of Events 1 to 19 in respect of the same **Injury** in which case the highest benefit amount will be paid.
- 3) 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 **Your** death;
 - d) once **You** are deemed fit to return to work by a **Doctor**;
 - e) for more than one (1) of Events 20 and/or 21 or Events 22 and/or 23 that occur during the same period of time;

- f) if **You** fail to provide **Us** with all requested information and other evidence reasonably required to assess their claim; or
- g) during any period where **You** fail 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.
- 4) 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.
- 5) **We** may require at any time during a period of disablement that **You** are examined by an independent medical officer of **Our** choosing. The costs associated with the examination will be met by **Us** however if **You** fail to attend the examination for any reason then **You** will be required to pay any costs incurred. Failure to attend the independent medical examination may result in suspension or cessation of benefits.
- 6) If **You** suffer a recurrence of **Temporary Total Disablement** 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 **You** have 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 **You** 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 **You** have 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**.
- 7) If **You** return 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 **You** suffer **Temporary Total Disablement** after returning to work.
- 8) Sick leave, annual leave or other employer sponsored benefits are not required to be exhausted prior to **You** making a claim under this **Policy**.
- 9) 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 **Your Salary** shown on the **Policy Schedule**.
- 10) If **You** become unemployed whilst receiving benefit payments under Events 20 and/or 21 or Events 22 and/or 23 and are subsequently certified by a **Doctor** as being fit for light or partial duties, then **You** must actively **Seek Employment** which is consistent with the **Doctor's** certified level of capacity. If **You** do not actively **Seek Employment**, benefits shall be reduced to 30% of the amount payable for Event 20 and/or 22.
- 11) 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.
- 12) All benefits shall be payable to **You** or such person(s) and in such proportions as **You** nominate, unless otherwise stated in the **Policy**.

- 13) If **You** are under eighteen (18) years of age:
 - a) in respect to Part A - Lump Sum Benefits, the benefit payable 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.
 - b) 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.
- 14) Where **You** are 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**, **You** will be deemed for the purposes of this **Policy** to have suffered an **Injury** on the date of the **Accident**.
- 15) 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 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 **You**;
- 3) **You** 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 **You** are seventy (70) years of age or over. This will not prejudice any entitlement to claim benefits for an **Event** which has arisen before **You** have attained the age of seventy (70) years;
- 6) any claim for Events 20 and/or 21 or Events 22 and/or 23 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 **You** are 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) **Your** 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

You must advise **Us** as soon as is reasonably practical of any alteration of **Your** business activities which increase the risk of damage, **Injury**, liability, loss or **Sickness**.

Assistance and co-operation

You 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 **You** because of bodily injury or damage with respect to which insurance is afforded under the **Policy**. In that regard, **You** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. **You** shall not, except at **Your** 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

You 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 **Your** 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 **You** or **Us**, **We** will retain a short period premium calculated at the pro-rata proportion of the annual premium for the time **You** has been on risk plus ten percent (10%) and **You** 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 under the **Policy**.

Currency

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

Due diligence

You 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 **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy**, or if any loss hereunder be occasioned by the wilful act or with the connivance of **You**, **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

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

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

Other Insurance

In the event of a claim, **You** 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 **Your** request 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 **Our** behalf, and who is directed at **Your** request to give a written undertaking to **You** that he will enter an appearance on **Our** 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**, **You** or **Your** legal representative agree that **We** shall be subrogated to all of **Your** rights to recover against any person or entity and **You** 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 **Your** legal representative shall take action or wilful inaction after **We** have paid any amount, which will prejudice **Our** rights to subrogation.