



**Solution Underwriting**

**Journey Accident Insurance**

**Product Disclosure Statement**

**Solution Underwriting Agency Pty Ltd**

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Melbourne VIC 3000 Australia

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## CONTENTS

IMPORTANT INFORMATION .....	3
COVERAGE .....	11
GENERAL DEFINITIONS .....	11
SECTION 1 – PERSONAL ACCIDENT .....	14
SECTION 2 – PERSONAL WELLBEING .....	16
SECTION 3 – CORPORATE PROTECTION .....	17
GENERAL CONDITIONS .....	18
GENERAL EXCLUSIONS .....	20
GENERAL PROVISIONS.....	21



## IMPORTANT INFORMATION

### Introduction

This Product Disclosure Statement (PDS) contains important information about this insurance to assist in the making of a decision in relation to it.

Any advice that may be contained within this PDS or accompanying materials is General Advice only. General Advice is advice that has been prepared without considering the Insured's individual objectives, financial situation or needs nor those for whom the Insured is effecting the Policy. Such matters should be considered in determining the appropriateness of this product.

This PDS was prepared on 4<sup>th</sup> June 2019. Other documents may form part of Our PDS and if they do, We will tell the Insured in the relevant document.

### About Solution Underwriting

Solution Underwriting Agency Pty Ltd (ABN 68 139 214 323) (AFSL 407780) ("Solution Underwriting") of Level 5, 289 Flinders Lane, Melbourne VIC 3000 acts under a binding authority given by Us to administer and issue policies, alterations and renewals. In all aspects of arranging this Policy Solution Underwriting acts as an agent of Us and not as an agent for the Insured or any Insured Person.

If the Insured has any queries in relation to this Policy, contact Solution Underwriting in any of the following ways:

Postal Address: Level 5, 289 Flinders Lane, Melbourne VIC 3000  
 Telephone: +61 3 9654 6100  
 Email: [travel@solutionunderwriting.com.au](mailto:travel@solutionunderwriting.com.au)  
 Web: [www.solutionunderwriting.com.au](http://www.solutionunderwriting.com.au)

### About the Insurer

This Policy is underwritten by the Australian branch of Allied World Assurance Company, Ltd (ABN 54 163 304 907) of 264 George Street, Australia Square Level 21, Sydney, NSW 2000 (Phone: +61 2 8015 2500) ('Allied World'). Allied World is authorised by the Australian Prudential Regulation Authority ('APRA') to carry on insurance business in Australia. Allied World is not licensed to and is not providing financial product advice and its product.

### Financial Claims Scheme

In the unlikely event that Allied World becomes insolvent and is unable to meet its obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to <https://www.fcs.gov.au> for more information.

### Our contract with the Insured

This Policy is a contract of insurance between the Insured and Us and contains all the details of the cover that We provide. The Policy consists of:

- the Policy Schedule;
- this PDS;
- any applicable Supplementary PDS ('SPDS') We issue that varies it;
- any other document We tell You forms part of the Policy which may vary or modify the above documents.

These documents should be read together as they jointly form the contract of insurance between the Insured and Us.

### Group Insurance Policy

An Insured Person's access to this Policy is solely by reason of the statutory operation of Section 48 of the *Insurance Contracts Act 1984 (Cth)*. An Insured Person is not a contracting insured and does not enter into any agreement with Us.

An Insured Person's access to cover:

- a. begins from the time the relevant person meets the criteria specified in the Policy Schedule and becomes an Insured Person; and
- b. ends at the earliest of the following events:
  - i. when the relevant person no longer meets the criteria specified in the Policy Schedule for an Insured Person; or
  - ii. at the end of the Period of Insurance; or
  - iii. when the Policy is cancelled by Us or the Insured;
 whichever occurs first.
- c. Cover in respect to an Insured Person's Spouse/Partner and/or Dependent Children will end on the earlier



of:

- i. the date insurance cover is respect of the Insured Person terminated in accordance with above; or
- ii, the date such Spouse/Partner and/or Dependent Children ceases to be a Spouse/Partner and/or Dependent Children.

If an Insured Person makes a claim under the Policy then such person will have the same obligations to Us as if they were the Insured and We will have the same rights against the Insured Person as We would have against the Insured.

The Insured must ensure that a copy of this PDS is made available to each Insured Person.

### **Cooling-Off Period**

There is a 21 day cooling-off period. If the Insured wishes to cancel the Policy, the Insured can cancel it from its date of issue by contacting Solution Underwriting in writing within 21 days of its date of issue.

We will refund all of the Premium less any non-refundable government charges, taxes and levies that We have paid.

The Insured cannot exercise this right, if the Insured has made a claim under the insurance during the cooling-off period.

Even after this cooling-off period ends, the Insured still has cancellations rights. See General Provisions.

### **Privacy**

In this Privacy Statement the use of:

1. 'We', 'Us' and 'Our' means the Allied World and Solution Underwriting;
2. 'You' and 'Your' means the Insured and the Insured Person;

unless specified otherwise.

We are committed to protecting Your privacy. We are bound by the obligations of the *Privacy Act 1988 (Cth)*. This sets out basic standards relating to the collection, use, storage and disclosure of personal information.

The primary purpose for Our collection, use, storage and disclosure of Your personal information is to enable Us to provide insurance services to You.

We need to collect, use and disclose Your personal information (which may include sensitive information) in order to consider Your application for insurance and to provide the cover You have chosen, administer the insurance and assess any claim. You can choose not to provide Us with some of the details or all of Your personal information, but this may affect Our ability to provide the cover, administer the insurance or assess a claim.

We may disclose the personal information We collect to third parties who assist Us in providing the above services, such as related entities, distributors, agents, insurers, reinsurers and service providers. Some of these third parties may be located outside of Australia. In all instances where personal information may be disclosed to third parties who may be located overseas, We will take reasonable measures to ensure that the overseas recipient holds and uses Your personal information in accordance with the consent provided by You and in accordance with Our obligations under the *Privacy Act 1988 (Cth)*.

Personal Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from Your insurance intermediary or co-insureds). If You provide personal information for another person You represent to Us that:

- You have the authority from them to do so and it is as if they provided it to Us;
- You have made them aware that You will or may provide their personal information to Us, the types of third parties We may provide it to, the relevant purposes We and the third parties We disclose it to will use it for, and how they can access it. If it is sensitive information We rely on You to have obtained their consent on these matters. If You have not done or will not do either of these things, You must tell Us before you provide the relevant information.

You are entitled to access Your personal information and request correction if required.

In dealing with Us, You consent to Us using and disclosing Your personal information as set out in both Allied World and Solution Underwriting's Privacy Policies. This consent remains valid unless You alter or revoke it by giving written notice to Allied World's and Solution Underwriting's Privacy Officer. However, should You choose to withdraw Your consent, We may not be able to provide insurance services to You.

Allied World's Privacy Policy contains information on the kinds of personal information Allied World collects and holds, how Allied World does so and the purposes for which Allied World collects, holds, and discloses personal information. It



also contains information on how Allied World can access Your personal information, how You can seek correction of such information or make a privacy related complaint and when Allied World is likely to disclose personal information to third parties and overseas recipients, including the countries in which Allied World is likely located.

You can download a copy of Allied World's Privacy Policy by visiting <http://www.alliedworldinsurance.com/australia> or request a copy to be sent to You by calling (02) 8015 2500.

Solution Underwriting's Privacy Policy which is available at [www.solutionunderwriting.com.au](http://www.solutionunderwriting.com.au) or by calling Solution Underwriting, sets out how:

- Solution Underwriting protects Your personal information;
- You may access Your personal information;
- You may correct Your personal information held by Us;
- You may complain about a breach of the *Privacy Act 1988 (Cth)* or Australian Privacy Principles and how Solution Underwriting will deal with such a complaint.

If You would like additional information about privacy or would like to obtain a copy of the Privacy Policy, please contact Solution Underwriting's Privacy Officer by:

Postal Address: Level 5, 289 Flinders Lane, Melbourne VIC 3000  
 Phone: +61 3 9654 6100  
 Email: [solution@solutionunderwriting.com.au](mailto:solution@solutionunderwriting.com.au)

You can download a copy of Solution Underwriting's Privacy Policy by visiting [www.solutionunderwriting.com.au](http://www.solutionunderwriting.com.au).

### **Duty of Disclosure**

For Insureds who are not a natural person, before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, which may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

### If You do not tell Us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

### Individuals

If You are the Insured and a natural person, a different duty of disclosure to the one set out above applies to You. Please contact Your intermediary so that You can be informed of the duty of disclosure that applies to You.

### **How to make a Claim**

The Insured and/or Insured Person must notify Fullerton Health Corporate Services ("Fullerton") in writing within thirty (30) days of an event that is likely to give rise to a claim. A failure to furnish Fullerton with notice within the time provided in the Policy will not invalidate any claim but We may reduce Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure.

Once notified of a claim, Fullerton will provide the Insured and/or Insured Person with claim forms which must be fully completed and return the claim forms to Fullerton together with such other information and documentation that We or Fullerton require in order to consider the claim. This information can include health certificates, medical practitioners' reports, employer reports and related evidence of the claim.

Waiting Periods do apply to some benefits provided by the Policy. The Waiting Period is a period which no benefits are payable under the Policy and it commences on the day medical treatment is first sought by the Insured Person for the Injury which is the subject of the claim. The Waiting Period for the insurance is described in the Policy Schedule.



You can notify an event and/or claim by sending notice to:

Fullerton Health Corporate Services,  
 Email: [claims@fullertonhealthcs.com.au](mailto:claims@fullertonhealthcs.com.au)  
 Phone: +61 2 8256 1770  
 Address: Level 10, 33 York Street, Sydney, NSW 2000

## **The Cost of the Policy and Paying for the Insurance**

### Premium

All cover is subject to the payment of Premium and the terms, conditions, exclusions and provisions of this Policy.

The Premium payable by the Insured will be shown on the Policy Schedule. The Premium is calculated taking into consideration a number of risk factors including the number of employees covered by the Policy, the number of local and international trips to be undertaken, the sums insured and the Insured's previous insurance history.

Premiums are subject to government charges, taxes and levies where applicable. They can include GST, stamp duty, and any other charges.

### Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of this Policy include:

**Commission:** Solution Underwriting may receive a commission payment from Us when the Policy is issued, varied or renewed. For details of the relevant commission paid, please refer to the Policy Schedule, the Financial Services Guide or contact Solution Underwriting directly.

**Agency Fee:** An agency fee may be charged by Solution Underwriting for administration and compliance costs associated with Solution Underwriting's role in the distribution of this product. This agency fee is in addition to the Premium and is noted separately in the tax invoice issued. The agency fee is not refundable in the event of cancellation unless the Policy is cancelled within the cooling-off period or is a full-term cancellation. For details of the Agency Fee payable, please refer to the Financial Services Guide or contact Solution Underwriting directly.

### Non-Payment of Premium

If the Insured fails to pay the Premium by the due date or within 120 days of inception of the Policy, or if the payment method is dishonoured and therefore We have not received the payment by the due date, We will have the right to cancel the Policy. Unless We tell the Insured, any payment reminder We send does not change the expiry of the cover or the due date of the Premium.

### Renewal Procedure

Before this Policy expires, We will advise the Insured whether We intend to offer renewal and if so on what terms. It is important to check the terms of any renewal before renewing to ensure that the details are correct.

### Updating this PDS

From time to time and where permitted by law, We may change parts of the PDS. We will issue the Insured with a new PDS or Supplementary PDS or other compliant document to update the relevant information except in limited cases. Any updates which are not materially adverse to the Insured from the view of a reasonable person deciding whether to buy this insurance may be found on the Solution Underwriting website at [www.solutionunderwriting.com.au](http://www.solutionunderwriting.com.au). A paper copy of any updated information is available to the Insured at no cost by contacting Solution Underwriting.

## **Receiving the Policy Documents**

The Insured may choose to receive the Policy documents:

- electronically, including but not limited to email; or
- by post.

If the Insured tells Solution Underwriting to send the Policy documents by email, Solution Underwriting will send them to the email address that the Insured has provided. This will continue until the Insured tells Solution Underwriting otherwise or until Solution Underwriting advises that this method is no longer suitable. Each electronic communication will be deemed to be received by the Insured twenty-four (24) hours after it leaves Solution Underwriting's information system. If the Insured does not tell Solution Underwriting to send the Policy documents electronically, the Policy documents will be sent to the mailing address that the Insured has provided.

The Insured is responsible for ensuring that the email and mailing address that Solution Underwriting has is up to date. Please contact Solution Underwriting to change email or mailing address.



## Tax Implications

For the purposes of the below provisions for Taxation Implications, the use of:

- 'We', 'Us' and 'Our' means the Allied World and Solution Underwriting;
- 'You' and 'Your' means the Insured and the Insured Person (insofar as it is applicable).

The following taxation information is only a guide. Your individual circumstances will be important to and may affect the tax treatment of any premiums You pay or benefits You receive. You should consult Your tax adviser regarding Your individual circumstances.

### Income Tax

Generally, if You are entitled to receive weekly benefits, the premium You Pay may be tax deductible. Premiums may also be tax deductible if You have taken out Your policy for a revenue purpose.

Generally, if You receive weekly benefits, these benefits may be assessable to You and subject to tax at Your marginal income tax rate. However, lump sum amounts that You receive are generally not taxable.

Pay As You Go Withholding Taxes ('PAYGW') may be withheld from any payments to You deemed to be taxable income in Your hands.

### Goods and Services Tax

Generally, You will not be required to pay Goods and Services Tax (GST) on any benefits You receive under Your policy. However, You must advise Us if You are entitled to claim an input tax credit in relation to any GST payable on Your premium and the extent of that entitlement. If You do not provide this information to Us, You may be liable to pay an amount of GST on benefits You receive.

If You are registered for GST, any payment We make may be reduced by the amount of any input tax credit You or another person are entitled to for those expenses.

## Dispute Resolution Process

Allied World and Solution Underwriting are committed to meeting and exceeding clients' expectations whenever possible and would like to know if your expectations have not been met. You are entitled to make a complaint about any aspect of your relationship with Solution Underwriting. Solution Underwriting will attempt, in good faith, to resolve any complaint/dispute in a fair, transparent and timely manner. The complaints process outlined below complies with the General Insurance Code of Practice.

### Stage 1

Any enquiry or complaint relating to this insurance should be referred to Solution Underwriting in the first instance. Please contact Solution Underwriting by:

Postal Address: Level 5, 289 Flinders Lane, Melbourne VIC 3000  
 Phone: +61 3 9654 6100  
 Email: [solution@solutionunderwriting.com.au](mailto:solution@solutionunderwriting.com.au)

To allow Solution Underwriting and Allied World to consider Your complaint, the following information needs to be provided (where available):

- Name, address, email and telephone number of the policyholder;
- Policy number, claim number and product type;
- Name and address of the insurance intermediary through whom the policy was obtained;
- An explanation of the situation that led to the complaint; and
- Copies of any supporting documentation You believe may assist Solution Underwriting in addressing Your complaint properly.

If Solution Underwriting and Allied World require additional information, Solution Underwriting will contact the Insured to discuss. If the complaint is not immediately resolved Solution Underwriting will respond within fifteen (15) business days of receipt of the complaint or agree a reasonable appropriate timeframe to respond.

### Stage 2

If the Stage 1 decision does not resolve Your complaint to Your satisfaction, You may advise Solution Underwriting that You wish to escalate Your complaint to Stage 2.

Your complaint will be reviewed by members of Solution Underwriting's internal dispute resolution panel (which includes representation from Allied World) who are independent of the person(s) whose decisions or conduct is the subject of the complaint, or who was involved in the Stage 1 decisions (where applicable). Solution Underwriting will keep You informed about the progress of the review at least every 10 business days.



Solution Underwriting will respond in writing within 15 days of the date You advise that You wish to proceed to Stage 2, provided all the necessary information has been provided and any investigation required has been completed.

If Solution Underwriting cannot respond within 15 business days, Solution Underwriting will let You, know as soon as reasonably practicable within that timeframe and agree a reasonable alternative timetable with You. If an alternate timetable cannot be agreed, Solution Underwriting will advise You of Your right to take Your complaint to the Australian Financial Complaints Authority where applicable.

### Stage 3

If the decision at Stage 2 does not resolve Your complaint to Your satisfaction, or if Solution Underwriting and Allied World have not resolved Your complaint within 45 calendar days of the date Solution Underwriting first receives Your complaint, You may refer Your complaint to the Australian Financial Complaints Authority (AFCA) depending on eligibility relating to Your Policy.

Australian Financial Complaints Authority contact details are:

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Postal Address: Australian Financial Complaints Authority – GPO Box 3, Melbourne VIC 3001

Website: [www.afca.org.au](http://www.afca.org.au)

You can access Solution Underwriting and Allied World's full complaints process at [www.solutionunderwriting.com.au](http://www.solutionunderwriting.com.au).





### Summary of Insurance

This is a general summary only and does not form part of the Policy and cannot be relied on as a full description of the cover provided.

Please refer to the relevant sections of the Policy and the Policy Schedule for full benefit details and applicable terms, limitations, conditions and exclusions.

### What the Policy covers

The covers are provided only if specified as applicable in the Policy Schedule.

Accidental Permanent Total Disablement	Lump sum Accidental Permanent Total Disablement benefit – one hundred (100) percent of the amount shown in the Policy Schedule.
Accidental Death	Lump sum Accidental Death benefit – one hundred (100) percent of the amount shown in the Policy Schedule.
Exposure to the elements and disappearance	Includes lump sum benefits for death and/or disablement as a result of exposure to the elements as a result of an Injury or Disappearance.
Broken bones and loss or damage to Teeth	Lump sum benefit - % of the amount shown in the Policy Schedule.
Temporary Total Disablement and Temporary Partial Disablement benefits	Weekly disablement benefits as a result of an Injury for Temporary Total Disablement and Temporary Partial Disablement as shown in the Policy Schedule.
Weekly benefits for up to 104 weeks	Weekly benefits are payable for a maximum period of one hundred and four (104) weeks (or as specified in the Policy Schedule).
Personal Wellbeing	Accidental HIV Infection Benefit, Advanced Payment, Dependent Child Benefit, Independent Financial Advice, Modification and Rehabilitation Benefits, Domestic Help Benefit, Student Tutorial Benefit and Escalation of Claim Benefit.
Corporate Protection	Cover for Corporate Image Protection, Disappearance, Replacement Staff/ Recruitment Costs, Funeral Expenses, Chauffeur Benefit and Workplace Modification.

### What the Policy doesn't cover

No benefits are payable under the Policy where the Injury:

War, Civil War	Occurs as a result of War or warlike operations, civil unrest or political unrest.
Professional Sports	Results from the Insured Person engaging in, participating or training for professional sport of any kind, or the sport where the Insured Person earns the majority of their Income.
Air travel	Results from engaging in air travel or aerial activities except where the Insured Person is travelling as a passenger in a properly licensed aircraft.
Intentional or self-inflicted	Is deliberately self-inflicted or intentionally caused by the Insured Person.
Criminal acts	Results from a criminal act committed by the Insured Person or any other beneficiary of the benefits under this insurance.
Age limits	Occurs after the Insured Person reaches seventy-five (75) years of age.
Sickness and Pre-Existing Medical Conditions	Results from Sickness or Pre-Existing Medical Conditions as defined.
Alcohol or drugs	Is caused by the Insured Person whilst exceeding the lawful blood alcohol limit, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of non-prescription drugs, including abuse of prescription drugs.
Nuclear exposure or radioactivity	Occurs as a result of the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
Health Insurance Act	Results in Us contravening the <i>Health Insurance Act 1973</i> (Cth), the <i>Private Health Insurance Act 2007</i> (Cth) or the <i>National Health Act 1953</i> (Cth).



### When can Weekly Benefits be reduced or not paid

Lump Sum Benefits	No benefit shall be payable for more than one (1) condition in respect of the same Injury, in which case the highest benefit will be payable.
Waiting Period	No weekly benefits are payable for disablement during the Waiting Period stated in the Policy Schedule.
Beyond the maximum benefit period	As specified in the Policy Schedule, in respect to any one (1) Injury.
Able to return to work in a reduced capacity	Weekly benefits will be reduced to twenty-five (25) percent if the Insured Person is able to return to work with the Insured Person's employer but elects not to do so.
Fit to return to work	Once the Insured Person is deemed fit to return to work by a Doctor.
Death	Weekly and other benefits will cease when the Insured Person dies.
Failure to follow medical advice	If the Insured Person fails to follow the advice of or undertake the recommended treatment by a Doctor for the current disability.



## COVERAGE

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

1. the Insured has paid or agreed to pay the Premium required for this insurance by the due date; and
2. the type of cover is specified in the Policy Schedule as applying to the Insured Person.

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

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

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

**COMPLETE FRACTURE** means a fracture in which the bone is broken completely across and no connection is left between the pieces.

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

**DISAPPEARANCE** means a body has not been found within twelve (12) months after the date of that Disappearance, and sufficient evidence is produced to Our satisfaction that leads inevitably to the conclusions that the Insured Person sustained an Injury and that such an Injury caused the Insured Person's death.

**DOCTOR** means a person legally qualified and registered to practice medicine in Australia and who is a person other than the Insured Person, their relatives, business partners, shareholders or employees. Chiropractors, physiotherapists and

alternative therapy providers are not regarded as a Doctor.

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

**EMPLOYEE** means any person in the Insured's service including any directors at the time of the Injury. 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 an Insured Person in the Policy Schedule.

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

**FINGER(S), THUMB(S) OR TOE(S)** means the digits of a Hand or Foot.

**FOOT** means the entire Foot below the ankle.

**HAIRLINE FRACTURE** means mere cracks in the bone.

**HAND** means the entire Hand below the wrist.

**INJURY** means a bodily injury resulting from an Accident which occurs during the Period of Insurance and is not a Sickness or a Pre-Existing Medical Condition and which:

1. results in any of the Events set out in the Table of Events shown under Section 1 – Personal Accident – Parts A, B, C and/or D within twelve (12) months of the Accident; and
2. results solely and independently of any other causes other than:
  - a. the Accident; and/or
  - b. Sickness directly resulting from medical or surgical treatment rendered necessary by the Accident; and
  - c. may include an Injury caused by an Insured Person being directly and unavoidably exposed to the elements as a result of an Accident.

**INSURED** means the Insured specified in the Policy Schedule.

**INSURED PERSON** means such person or persons as described in 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. An Insured Person is a person that is legally entitled to claim under the Policy by reason of the operation of Section 48 of the Insurance Contracts Act 1984 (Cth) and no other basis.

JOURNEY means the Journey described in the Policy Schedule.

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

LOSS means in connection with:

1. a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
2. an eye, total and Permanent loss of all sight in the eye;
3. hearing, total and Permanent loss of hearing; and which in each case is caused by an Injury.

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

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

PERIOD OF INSURANCE means the period stated in the Policy Schedule or such shorter time if the Policy is terminated.

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

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

POLICY means:

1. the Policy Schedule;
2. this PDS (this document);
3. any applicable Supplementary PDS ('SPDS') We issue that varies it;
4. any other document We tell the Insured forms part of the Policy which may vary or modify the above documents.

POLICY SCHEDULE means the Policy Schedule showing details of the cover attaching to and forming part of the Policy or any subsequently substituted Policy Schedule.

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

1. of which the Insured Person is aware or a reasonable person in the circumstance would be expected to have been aware of; or

2. for which the Insured Person has sought or received medical attention, undergone tests or taken prescribed medication; in the twelve (12) months prior to them being covered under this Policy.

PREMIUM means the Premium as shown in the Policy Schedule that is payable by the Insured in respect of this Policy.

QUADRIPLEGIA means the Permanent loss of use of all four limbs.

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

1. 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; or
2. in the case of a self-employed person, income is net of business costs and expenses incurred in deriving that income.

SEEK EMPLOYMENT means the Insured Person being registered with a 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 means any illness, disease or syndrome suffered by the Insured Person which is not a Pre-Existing condition.

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

SPOUSE/PARTNER means the Insured Person's husband or wife living with the person or any person of either sex living in a defacto marital relationship with the person.

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

TEMPORARY TOTAL DISABLEMENT means that in the opinion of a Doctor, the Insured Person is temporarily



unable to engage in their usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a Doctor.

TOOTH/TEETH means a sound and natural permanent Tooth but does not include first or milk Teeth, dentures or implants.

UTILISATION OF NUCLEAR, CHEMICAL OR BIOLOGICAL WEAPONS OF MASS DESTRUCTION means:

1. the use of any explosive nuclear weapon or device; or
2. the emission, discharge, dispersal, release or escape of:
  - a. fissile material emitting a level of radioactivity, or
  - b. any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or
  - c. any solid, liquid or gaseous chemical compound which, when suitably distributed;

which is capable of causing incapacitating disablement or death amongst people or animals.

WAITING PERIOD means the period specified in the Policy Schedule during which no benefits are payable by Us in relation to Section 1 – Personal Accident – Part B – Weekly Benefits – Injury.

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

WE/OUR/US means the Australian branch of Allied World Assurance company , Ltd (ABN 54 163 304 907) ('AlliedWorld').

YOU/YOUR means the Insured in the Policy Schedule.

## SECTION 1 – PERSONAL ACCIDENT

### Extent of Cover

If during the Period of Insurance and whilst on a Journey an Insured Person suffers an Accident which directly results in an Injury and the Insured Person suffers any of the Events set out in the Table of Events shown under Section 1 – Personal Accident – Parts A, B, C and/or D, We will pay the benefit set out. However, the Event must occur within twelve (12) months of the date of the Accident giving rise to the Injury.

### 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 in the Policy Schedule against Section 1 – Personal Accident – Part A – Lump Sum Benefits.

<b>The Events</b>	<b>Benefit Amount</b>
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown in the Policy Schedule under Section 1 – Personal Accident – 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>The Events</b>	<b>Benefit Amount</b>
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown in the Policy Schedule under Section 1 – Personal Accident – Part A – Lump Sum Benefits
b. second degree burns and/ or resultant disfigurement which covers more than thirty (30) percent of the entire external body	30%

<b>The Events</b>	<b>Benefit Amount</b>
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown in the Policy Schedule under Section 1 – Personal Accident – Part A – Lump Sum Benefits
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%



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

#### Part B – Weekly Benefits – Injury

Cover for an Event under this Part applies only if an amount for that Event is shown in the Policy Schedule against Section 1 – Personal Accident – Part B – Weekly Benefits – Injury.

<b>The Events</b>	
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 in the Policy Schedule against Section 1 – Personal Accident – 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 in the Policy Schedule against Section 1 – Personal Accident – 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 in the Policy Schedule.

<b>The Events</b>
Should the Insured Person be able to return to work with the Insured in a reduced capacity, but elects not to do so then the benefit payable will be twenty-five (25) percent of the amount payable for Event 20.

#### Part C – Injury Resulting in Fractured Bones

Cover for an Event under this Part applies only if an amount for that Event is shown in the Policy Schedule against Section 1 – Personal Accident – Part C – Injury Resulting in Fractured Bones.

<b>The Events</b>		<b>Benefit Amount</b>
The following Event(s) must occur within twelve (12) months of the date of the Accident		Being a percentage of the amount shown in the Policy Schedule under Section 1 – Personal Accident – Part C – Injury Resulting in Fractured Bones
22.	Complete Fracture of neck, spine or skull	100%
23.	Hip Fracture	75%
24.	Other Fracture of jaw, pelvis, leg, ankle or knee	50%
25.	Cheekbone, shoulder or Hairline Fracture of neck, skull or spine	40%
26.	Other Fracture of arm, elbow, wrist or ribs (per rib)	30%
27.	Simple Fracture of jaw, pelvis, leg, ankle or knee	25%
28.	Fractured nose or collarbone	25%
29.	Simple Fracture of arm, elbow, wrist or ribs (per rib)	25%
30.	Fracture of the 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 in the Policy Schedule against Section 1 – Personal Accident – Part C – 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) percent of the amount shown in the Policy Schedule against Section 1 – Personal Accident – Part C – Injury Resulting in Fractured Bones or \$3,000, whichever is the greater.

#### **Part D – 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 in the Policy Schedule against Section 1 – Personal Accident – Part D – Injury Resulting in Loss or Damage to Teeth.

The Events		Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident		Being a percentage of the amount shown in the Policy Schedule under Section 1 – Personal Accident – Part D – Injury Resulting in Loss or Damage to Teeth
31.	Loss of or full capping of Teeth	100% (maximum \$500 per Tooth)
32.	Chipped or broken Teeth requiring partial capping	50% (maximum \$250 per Tooth)

## SECTION 2 – PERSONAL WELLBEING

### **Extent of Cover**

#### **Accidental HIV Infection Benefit**

If during the Period of Insurance and whilst on a Journey the Insured Person accidentally contracts the Human Immunodeficiency Virus ('HIV') Infection:

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

We will pay the Insured Person the amount stated in the Policy Schedule under Section 2 – 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.

#### **Advanced Payment**

If an Insured Person sustains an Injury for which benefits are payable for Event 20, 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.

#### **Dependent Child Benefit**

If during the Period of Insurance and whilst on a Journey the Insured Person suffers an Accidental Death, We will pay to the Insured Person's estate the amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Dependent Child Benefit, for each Dependent Child of the Insured Person, up to the maximum amount per family stated in the Policy Schedule.

#### **Domestic Help Benefit**

If 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 in the Policy Schedule against Section 2 – Personal Wellbeing – Domestic Help Benefit, provided that the domestic help is not carried out by an Insured Person's close relative nor a person permanently residing with the Insured Person.

#### **Escalation of Claim Benefit**

After payment of a benefit for Events 20 and/or 21 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 five (5) percent per annum.

#### **Independent Financial Advice**

If an Insured Person sustains an Injury for which benefits are payable for Events 1 to 8a, 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 in the Policy Schedule against Section 2 – Personal Wellbeing – Independent Financial Advice. Costs must be incurred within six (6) months of the lump sum benefit being paid.





### **Modification Benefit**

If during the Period of Insurance and whilst on a Journey and 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 in the Policy Schedule against Section 2 – Personal Wellbeing – Modification Benefit, provided that medical evidence is presented from a Doctor certifying the modification and/or relocation is necessary.

### **Rehabilitation Benefit**

On the occurrence of Events 20 and/or 21, 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 in the Policy Schedule against Section 2 – Personal Wellbeing – Rehabilitation Benefit.

### **Student Tutorial Benefit**

If during the Period of Insurance and whilst on a Journey 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 in the Policy Schedule against Section 2 – Personal Wellbeing – Student Tutorial Benefit.

## **SECTION 3 – CORPORATE PROTECTION**

### **Extent of Cover**

#### **Chauffeur Benefit**

On the occurrence of Events 20 and/or 21, 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 in the Policy Schedule against Section 3 – Corporate Protection – Chauffeur Benefit, for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the Insured Person directly to and from their normal place of residence and normal place of work.

#### **Corporate Image Protection**

If during the Period of Insurance and whilst on a Journey an Insured Person sustains an Injury which a benefit is paid for Events 1 or 2, We will pay the Insured the actual and reasonable expenses necessarily incurred for the services of image/public relations consultants for the purpose of protecting the Insured's corporate image, up to the amount shown in the Policy Schedule against Section 3 – Corporate Protection – Corporate Image Protection.

#### **Disappearance**

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

#### **Funeral Expenses**

If during the Period of Insurance and whilst on a Journey an Insured Person suffers Accidental Death, We will reimburse the Insured or the Insured Person's estate, the reasonable expenses incurred up to the amount shown in the Policy Schedule against Section 3 – Corporate Protection – Funeral Expenses, for the Insured Person's funeral, burial or cremation or the cost of returning the Insured Person's body or ashes to a place nominated by the Insured Person's Spouse/Partner or the legal representatives of the Insured Person's estate.

#### **Replacement Staff/Recruitment Costs**

If during the Period of Insurance and whilst on a Journey 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 in the Policy Schedule against Section 3 – 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.

#### **Workplace Modification**

If in Our opinion an Insured Person who is receiving benefits under Events 20 and/or 21, 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 in the Policy Schedule against Section 3 – Corporate Protection – Workplace Modification. The benefit shall not exceed fifty (50) percent of the remaining benefits payable under Events 20 and/or 21 to the expiry of the maximum benefit period.



## GENERAL CONDITIONS

These General Conditions apply to all covers and the Policy unless expressly stated otherwise in the Policy.

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 Section 1 – Personal Accident – Part A – Lump Sum Benefits for any subsequent Injury to that Insured Person.
2. Benefits shall not be payable for more than one (1) of Events 1 to 19 in respect of the same Injury, in which case the highest benefit will be paid.
3. Weekly Benefits shall not be payable:
  - a. in excess of the maximum benefit period, as specified in the Policy Schedule, in respect to any one (1) Injury;
  - 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 Events 20 and/or 21 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.
4. 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 and expense to obtain a second opinion. 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. If the second opinion is contrary to the opinion of the Insured Person's Doctor, We will obtain a third and independent Doctor's opinion which will be the opinion used for the purposes of assessing the claim. We may require at any time for the Insured Person to attend and complete a medical examination by this doctor. Where the Insured Person fails to co-operate with Our doctor's medical examination We are entitled to conclude that no temporary disablement has occurred.
5. You or the Insured Person must provide Us with medical evidence of the Insured Person's Temporary Disablement and their ability to attend their usual occupation.
6. If an Insured Person suffers 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 in 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. A new Waiting Period and a new maximum benefit period as specified in 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 the 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.
7. If an Insured Person returns to work for more than five (5) days during the Waiting Period and suffers a recurrence of the Injury which led to the initial total disablement, then the Waiting Period shall recommence from the day that the Insured Person suffers total disablement after returning to work.
8. 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.
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 Salary of the Insured Person shown in the Policy Schedule and/or the Salary of the Insured Person.
10. If an Insured Person becomes unemployed whilst receiving benefit payments under Events 20 and/or 21 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 twenty-five (25) percent of the amount payable for Event 20.
11. Subject to Advanced Payment referred to under Section 2 – Personal Wellbeing, weekly benefits shall be payable fortnightly in arrears. Compensation for a period of less than one (1) 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 the Insured or such person(s) and in such proportions as the Insured shall nominate, unless otherwise stated in the Policy. Payment to the Insured or nominated person shall discharge Our obligations under this Policy for the claim even where the Insured Person has not received the payment.
  13. With respect to Section 1 – Personal Accident – 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 in the Policy Schedule for the category applicable to such an Employee.
  14. With respect to Section 1 – Personal Accident – Part A – Lump Sum Benefits, the benefit payable in respect of Insured Persons under eighteen (18) years of age shall be limited to ten (10) percent of the sum insured shown in 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 in the Policy Schedule or \$250,000.
  15. 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.
  16. 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.
  17. If an Insured Person makes a claim under the Policy, then such person will have the same obligations to Us as if they were the Insured and We will have the same rights against the Insured Person as We would have against the Insured.



## GENERAL EXCLUSIONS

These General Exclusions apply to all covers and the Policy unless expressly stated otherwise in the Policy.

We will not pay any benefits where death, Injury or liability is caused by, arises from, or is in any way connected with:

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, or the sport where You earn the majority of Your income;
2. an Insured or Insured Person's intentional, wilful or reckless act;
3. any self-injury, suicide or any illegal or criminal act committed by the Insured, an Insured Person, a Spouse/Partner and/or Dependent Children;
4. the Insured Person exceeding the lawful blood alcohol limit, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of non-prescription drugs, including abuse of prescription drugs unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice;
5. being addicted to intoxicating liquor or to a drug;
6. Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any enactment to, or consolidation or re-enactment of those Acts; or
7. any loss which occurs when the Insured Person is seventy-five (75) years of age or over. This will not prejudice any entitlement to claim benefits which has arisen before an Insured Person has attained the age of seventy-five (75) years;
8. any loss resulting from War, Civil War or war-like operations, civil or political unrest;
9. directly or indirectly the use, existence or escape of nuclear weapons, materials or ionizing radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
10. directly or indirectly an Insured Person being exposed to the Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction;
11. which is covered by:
  - a. Medicare;
  - b. any workers' compensation legislation;
  - c. any transport accident legislation;
  - d. any common law entitlement;
  - e. any government sponsored fund, plan or medical benefit scheme; or
  - f. any other insurance policy required to be effected by or under law.



## GENERAL PROVISIONS

These General Provisions apply to all covers and the Policy unless expressly stated otherwise in the Policy.

### Aggregate Limit of Liability

Our total liability for all claims arising under this Policy from any one (1) Event during any Period of Insurance shall not exceed the amount specified in the Policy Schedule.

In the event that claims made under this Policy exceed the Aggregate Limit of Liability, then the amount by which the claims exceed it 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 or loss.

### 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 voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of Accident.

### Cancellation

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

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

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

### Cover for an Insured Person

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

1. the date the Insured Person no longer meets the criteria for an Insured Person set out in the Policy Schedule;
2. the end of the Period of Insurance; or
3. when this Policy is cancelled by the Insured at their request or by Us pursuant to the Insurance Contracts Act 1984 (Cth).

### Currency

All amounts shown in the Policy are in Australian dollars (AUD). If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Australian dollars (AUD) will be the rate at the time of incurring the expense or suffering a loss.

### Due Diligence

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

### Fraudulent Claims

If the Insured or any person covered under this Policy makes a claim or arranges for another party to make a claim that is in any way false, dishonest or fraudulent, then We may refuse to pay any such claim.

### Notice of Claim

The Insured or any person entitled to claim under this Policy must give Fullerton Health Corporate Services 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 notice of any claim to: Fullerton Health Corporate Services,  
Level 10, 33 York Street, Sydney NSW 2000  
Phone: +61 2 8256 1770 (Mon-Fri)  
Fax: +61 2 8256 1775  
Email: [claims@fullertonhealthcs.com.au](mailto:claims@fullertonhealthcs.com.au)

### 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.

### Sanction Limitation and Exclusion Clause

Allied World shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer or their parent or affiliate or ultimate holding company to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

**Subrogation**

Save as to the circumstances set out in Sections 65(5) and (6) of the *Insurance Contracts Act 1984*, when We pay any amount under this Policy, You or Your legal representative agree that We shall be subrogated to all of Your or Your legal representative rights to recover against any person or entity and You or Your 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.