

AMATEUR SPORT GROUP PERSONAL ACCIDENT INSURANCE POLICY SCHEDULE

THIS IS TO CERTIFY that in accordance with the authorisation granted to the undersigned ("The Service Company Coverholder") by Arch Underwriting at Lloyd's – Syndicate 2012 ("The Underwriter") and in consideration of the premium specified herein, the said Underwriter is hereby bound, to insure in accordance with the terms and conditions contained herein or endorsed hereon and the wording attached to this Certificate.

In the event of loss, each Underwriter (and their executors and administrators) is only liable for their own share of the loss according to the proportion set against its name in the Schedule.

In accepting this insurance, the Underwriters have relied on the information and statements that you have provided on the Proposal Form (or Declaration) the date of which is stated in the Schedule. You should read this Certificate carefully and if it is not correct contact the Service Company Coverholder. It is an important document and you should keep it in a safe place with all other papers relating to this insurance.

POLICY NUMBER:	500000/08/2018/1111
POLICY HOLDER:	Basketball Victoria Inc. including subsidiary or controlled companies now or previously existing or hereafter formed or acquired, including mortgagees, lessors and other interested parties for their respective rights and interests.
TYPE OF INSURANCE:	Amateur Sport Group Personal Accident Insurance
POLICY WORDING:	ARCHPDSSGPA201707V1
INSURANCE PERIOD:	01 September 2018 at 4pm to 01 September 2019 at 4pm
COVERED PERSONS:	All registered players, members and volunteers of the POLICY HOLDER including Umpires/Referees, Coaches, trainers, Officials and Employees, Members of the Board of Management and Executives and including non-affiliated clubs as declared, Affiliated Women's National Basketball.
OPERATIVE PERIOD OF COVER:	Whilst participating in sanctioned VIC Basketball & Women's National Basketball (WNBL) activities including all: a) Engaging / Playing in official club matches including club, championship or representative matches b) Organised training or practice sessions for activities as described in (a) Above c) Travelling directly between matches / activities in a) or b) above, and residence or place of employment or the premises of the insured or its affiliated Associations, Leagues or Clubs. d) Staying away from your home district during a tour for the purpose of participating in representative matches / activities. e) Engaging in administrative or organised social activities or fundraising activities of the insured or its affiliated Associations, Leagues or Clubs

Arch Underwriting at Lloyd's (Australia) Pty Ltd

ABN 27 139 250 605 AFSL 426746

Sydney: Suites 4.01 & 4.02, Level 4, 68 York Street, Sydney NSW 2000 P: +61 2 8284 8400 F: +61 2 8088 1024

Melbourne: Suite 11.02, Level 11, 360 Collins Street, Melbourne VIC 3000 P: +61 3 9629 5444 F: +61 3 9629 1854

W: archinsurance.com.au

THE SPORT: Amateur Basketball

LIMIT(s) OF LIABILITY: The amount(s) set out hereunder represent the Insurer(s) maximum limit(s) of Liability any one loss or series of losses arising out of one original source or cause at any one situation subject to any lesser Limit(s) of Liability specified elsewhere in the Policy Wording and Schedule:

AGGREGATE LIMIT OF LIABILITY: All POLICY Sections \$5,000,000 (Aggregate limit applies across all States and Territories)

AGGREGATE LIMIT OF LIABILITY Non Schedule Flights All POLICY Sections Not Covered

SECTION 1	PERSONAL ACCIDENT LUMP SUM BENEFITS	SUM INSURED
COVERED EVENT 1	ACCIDENTAL DEATH	\$100,000 \$20,000 (under 18 years and over 65 years)
COVERED EVENTS 2,4-26	As per Table of Benefits 1	\$100,000
COVERED EVENTS 3		\$250,000
COVERED EVENTS 27 – 33	BODILY INJURY resulting in FRACTURED Bones	Lump sum Benefit Not Covered
COVERED EVENTS 34 – 35	BODILY INJURY resulting in LOSS of TEETH or dental procedures	Lump Sum Benefit Not Covered
SECTION 2	LOSS OF INCOME BENEFITS	
COVERED EVENT 36	TEMPORARY TOTAL DISABLEMENT as a result of BODILY INJURY	Members: \$250 per week Volunteers: \$700 per week Board Members: \$1,000
COVERED EVENT 37	TEMPORARY PARTIAL DISABLEMENT as a result of BODILY INJURY	Members: \$250 per week Volunteers: \$700 per week Board Members: \$1,000
	Maximum Percentage of SALARY	100%
	Maximum BENEFIT PERIOD (weeks)	52 weeks
	EXCESS PERIOD (days)	7 days
SECTION 3	NON MEDICARE MEDICAL AND PHYSIOTHERAPY BENEFITS	
	NON MEDICARE MEDICAL EXPENSES	Refer Endorsement Section (Covered under Non Medicare Medical Benefit)

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NON MEDICARE MEDICAL EXPENSES EXCESS

Refer Endorsement
Section (Covered
under Non
Medicare Medical
Benefit)

PHYSIOTHERAPY BENEFIT

Refer Endorsement
Section (Covered
under Non
Medicare Medical
Benefit)

PHYSIOTHERAPY BENEFIT Maximum per Visit

Refer Endorsement
Section (Covered
under Non
Medicare Medical
Benefit)

SECTION 4	ADDITIONAL BENEFITS	
	Rehabilitation BENEFIT	25,000
	Return to work BENEFIT	25,000
	Independent financial advice BENEFIT	5,000
	Dependent child assistance BENEFIT	maximum SUM INSURED OF 45,000
	Surviving spouse partner BENEFIT	5,000
	Unexpired membership BENEFIT	1,000
	Home and or vehicle modification BENEFIT	10,000
	Funeral expenses BENEFIT	maximum SUM INSURED OF 10,000
	Chauffeur BENEFIT	As per POLICY WORDING
	Bed Care BENEFIT	As per POLICY WORDING
	In Memoriam BENEFIT	\$1,000
	Kidnapping BENEFIT	\$10,000

Note: The AGGREGATE LIMIT OF LIABILITY, NON SCHEDULED FLIGHT LIMIT BENEFITS PAYABLE apply in excess of any applicable EXCESS PERIOD.

UNIQUE MARKET REFERENCE:

B6060500000012018

ENDORSEMENTS:

Non Medicare Medical BENEFIT

If during the INSURANCE PERIOD and within twelve (12) months of the date of BODILY INJURY the COVERED PERSON incurs medical expenses, upon production to US of actual receipts, WE will pay a BENEFIT up to the amount stipulated below, in the aggregate per any INSURANCE PERIOD.

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LLOYD'S Underwriters

Members: 75% up to \$1,000

Board Members: 75% up to \$5,000

Volunteers: 75% up to \$5,000

The percentage of expense payable under this BENEFIT is 100% with respect to ambulance costs which does not result in US contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any applicable legislation (whether in Australia or not);

An EXCESS of \$50 applies per claim, however nil EXCESS applies if the COVERED PERSON has private health insurance.

The BENEFITS do not include:

- payment for any health services which within the meaning of the Commonwealth Private Health Insurance Act 2007 or the Private Health Insurance (Health Insurance Business) Rules 2009 would constitute the carrying on of health insurance business. This includes the gap between any Medicare or private health insurance rebate and the actual expense incurred.
- any expense which is claimable against Medicare or any private health insurance fund.

Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

Age Limit:

It is hereby noted and confirmed, the age limit applying to this policy is 2-100 years of age.

Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

Geographic Limits:

It is hereby noted and confirmed, the GEOGRAPHIC LIMIT for this POLICY is Worldwide.

Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

Student Tutorial Benefit

If a COVERED PERSON is a registered full time student and sustains a BODILY INJURY and a doctor certifies that the COVERED PERSON is unable to attend classes, WE will pay the actual costs incurred of home tutorial services to the maximum amount of 80% of expenses up to \$200 per week for maximum 52 weeks, provided that the tutorial service is not carried out by the COVERED PERSON'S close relatives nor a person permanently residing with the COVERED PERSON.

Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

Domestic Help Expenses BENEFIT

Where a BENEFIT is payable under the POLICY and where the COVERED PERSON requires domestic assistance as certified by his or her treating DOCTOR, WE will pay 80% of all actual and reasonable expenses for the services of a

recognised and licensed provider of domestic home help services as applicable to the COVERED PERSON up to a maximum weekly BENEFIT of 80% of expenses up to \$200. The BENEFIT PERIOD is limited to a maximum of fifty-two (52) weeks. An EXCESS PERIOD of seven (7) days applies.

For the purposes of this BENEFIT, Domestic Assistance means the usual and normal duties undertaken by the COVERED PERSON as a homemaker, sole provider for dependant children such as child-minding, cleaning, cooking, school pick up and drop offs.

Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

Counselling Support

We will pay up to \$1,000 per week, subject to a maximum of \$10,000 for counselling support to a financial member or the financial members' immediate family, provided by legally qualified medical practitioner if you witness the death, quadriplegia or paraplegia of an athlete, or if you suffer quadriplegia or paraplegia.

Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

Parents Inconvenience benefit

The Insurer will pay any Inconvenience Expenses incurred by the custodial parents of a Covered Person, in order to visit the Covered Person in hospital certified as necessary by a Medical Practitioner.

The benefit is a daily benefit of \$50 up to \$2,000 any one claim.

Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

Non Australian Residents:

Non Australian Residents are to be covered by this POLICY. BENEFITS will be assessed and paid on the same basis as though Medicare applied, therefore BENEFITS that would normally attract a Medicare rebate for permanent residents will not be claimable for COVERED PERSONS who are non-Australian residents.

Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

Professional Sports Waiver:

It is hereby noted and confirmed, General Exclusion 7 under this POLICY does not apply to the remunerated coaches or semi-professional players who are covered members under this POLICY.

Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.



INSURER:

ARCH UNDERWRITING AT LLOYD'S (AUSTRALIA) PTY LTD.
ABN 27 139 250 605
FOR AND ON BEHALF OF ARCH SYNDICATE 2012 AT LLOYD'S

PROPORTION:

100%

This POLICY SCHEDULE is issued by the Service Company Coverholder shown above in accordance with the authority granted to them by Arch Syndicate 2012 at Lloyd's under the Agreement referred to herein.

IN WITNESS WHEREOF this POLICY SCHEDULE n has been signed at Sydney.

A handwritten signature in black ink, appearing to be "A. J.", written over a horizontal line.

Arch Underwriting at Lloyd's (Australia) Pty Ltd
For and On behalf of Syndicate 2012 at Lloyd's
03/09/2018

Arch Underwriting at Lloyd's (Australia) Pty Ltd

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LLOYD'S Underwriters



**Amateur Sports Group Personal Accident Policy Wording
and
Product Disclosure Statement (PDS)**

Arch Underwriting at Lloyd's (Australia) Pty Ltd

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LLOYD'S

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

About this Amateur Sports Group Personal Accident Product Disclosure Statement

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

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

It seeks to help YOU to:

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

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

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

The date prepared for the PDS is 1 July 2017.

About the insurers

The INSURERS of this product are certain underwriters at Lloyd's Syndicate 2012, of whose definitive numbers and the proportions underwritten by them, will be supplied on application. In consideration of the premium specified in the SCHEDULE, the said underwriters are hereby bound, severally and not jointly, each for his own part and not one for another, their executors and administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

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

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

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

ARCH can be contacted as follows:

Suites 4.01 & 4.02,
Level 4, 68 York Street,
Sydney, NSW, 2000
Telephone: (02) 8284 8400

Some words have special meaning

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

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

Summary of Insurance

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

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

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

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

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

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

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

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

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

How benefits are provided under this insurance

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

If any COVERED PERSON suffers a loss of the type described in this document, they have a right to recover the amount of their loss from US in accordance with this POLICY solely by operation of section 48 of the Insurance Contracts Act 1984 (Cth). They can make a claim for the benefits detailed in this document but do not enter into any agreement with US and are not charged by US for the right to make a claim for those benefits.

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

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

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

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

Therefore the COVERED PERSONS should read this document carefully and keep it in a safe place. Please keep detailed particulars and proof of any loss the COVERED PERSON suffers and proof of the COVERED PERSON'S eligibility for this insurance.

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

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

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

To confirm access to the benefits and currency of the POLICY contact the POLICY HOLDER in writing or by phone.

When does COVERED PERSONS' access to benefits under the POLICY begin and end?

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

1. A COVERED PERSON'S OPERATIVE PERIOD OF COVER begins at the EFFECTIVE DATE OF COVER.
2. A COVERED PERSON'S OPERATIVE PERIOD OF COVER ends on the earlier of:
 - the time they cease to be a COVERED PERSON;
 - the date and at the time shown on the SCHEDULE as the end of the INSURANCE PERIOD;
 - the time the POLICY HOLDER requests that such COVERED PERSON no longer has access to benefits as a COVERED PERSON;
 - the date that the COVERED PERSON attains the age of 66 unless otherwise agreed to by US in writing;
 - the date the POLICY is cancelled by the POLICY HOLDER or US; and
 - the 3rd (third) business day after the day on which WE advised the POLICY HOLDER in writing that the COVERED PERSON is no longer eligible to access the benefits or such later time as WE may specify in the notice.

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

OUR agreement with the POLICY HOLDER

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

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

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

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

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

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

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

Suites 4.01 & 4.02, Level 4,
68 York Street, Sydney, NSW, 2000
Telephone: (02) 8284 8400

2. YOUR relevant SCHEDULE issued by US.

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

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

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

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

These written changes may vary or modify the above documents.

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

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

When does the POLICY begin and end?

The POLICY:

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

Cooling off and cancellation rights

YOU can exercise YOUR cooling off rights and cancel the POLICY by contacting US on (02) 8284 8400 or by writing to US at Level 10, 61 York Street, Sydney, NSW, 2000 within fourteen (14) days of the date YOU purchased the POLICY and receive a refund of the premium paid, provided YOU have not exercised any right or power under the POLICY (e.g. made any claim) and these rights and powers have not ended.

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

After the cooling off period has ended, YOU still have cancellation rights, however WE may deduct a pro rata proportion of the premium for time on risk, plus any reasonable administrative costs and any government taxes or duties WE cannot recover (refer to “General Conditions Applicable to the Policy” on page 26 for full details).

The obligation to comply with the POLICY terms and conditions

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

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

How WE calculate YOUR premium

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

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

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

Some factors impacting premiums include:

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

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

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

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

Renewal Procedure

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

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

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

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

Duty of disclosure

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

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

Answering our questions

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

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

Variations, extensions or reinstatements

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

Renewal

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

What YOU do not need to tell US

YOU do not need to tell US anything that:

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

If YOU do not tell US something

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

Privacy Statement

Unless the context otherwise provides, in this section:

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

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act for full details of what constitutes personal information.

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

Why WE collect YOUR personal information

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

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

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

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

How WE collect YOUR personal information

Collection can take place through websites (from data input directly or through cookies and other web analytic tools), email, by telephone or in writing.

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

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

Who WE disclose YOUR personal information to

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

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

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

More information, access, correction or complaints

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

YOUR Choices

By providing US with personal information, YOU and any person YOU provide personal information for, consent to this use and these disclosures unless YOU tell US otherwise. If YOU wish to withdraw YOUR consent, including for things such as receiving information on products and offers by US or persons WE have an association with please contact US.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self-regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's Australia Limited has adopted and endorses the Code.

To obtain more information on the Code of Practice please contact US or YOU can access the Code at: www.codeofpractice.com.au.

Complaints – Internal and External Complaints Procedure

If YOU are dissatisfied with OUR service in any way contact US by writing to

The Complaints Manager,

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

Suites 4.01 & 4.02, Level 4,

68 York Street, Sydney, NSW, 2000

Telephone Number: (02) 8284 8400

Email: complaints@archinsurance.com.au

and WE will attempt to resolve the matter in accordance with OUR Internal Dispute Resolution procedures.

If this does not resolve the matter or YOU are not satisfied with the way a complaint has been dealt with, YOU should write to:

Lloyd's Underwriters' General Representative in Australia

Level 9, 1 O'Connell Street

Sydney NSW 2000

ldraustralia@lloyds.com

Telephone Number: (02) 8298 0700

A dispute can be referred to the Financial Ombudsman Service (FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service

Local call: 1300 78 08 08

Post: GPO Box 3, Melbourne, Victoria 3001

Website: www.fos.org.au

If the complaint is not covered by the FOS scheme, YOU will be advised of other options for resolution.

UNDERWRITERS' Notices

The UNDERWRITERS accepting the insurance under the POLICY agree that:

1. if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and WE will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
2. any summons notice or process to be served upon the UNDERWRITERS may be served upon:

Lloyd's Underwriters' General Representative in Australia
Level 9, 1 O'Connell Street
Sydney NSW 2000

who has an authority to accept service and appear on the UNDERWRITERS' behalf;

3. if a suit is instituted against any of the underwriters, all underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

Agency arrangements and agent's remuneration

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

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

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

Further information and confirmation of transactions

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

DEFINITIONS

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

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

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

BENEFIT(S) means any benefit noted on the **SCHEDULE** with a corresponding **SUM INSURED** showing to which a **COVERED PERSON** is entitled to claim under the **POLICY**.

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

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

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

BODILY INJURY DATE means the earlier of:

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

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

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

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

Access to benefits under this insurance is provided to **COVERED PERSONS** solely by reason of the statutory operation of section 48 of the Insurance Contracts Act 1984 (Cth). **COVERED PERSONS** are not contracting insured's (e.g. they cannot cancel or vary the **POLICY** - only the **POLICY HOLDER** can do this) and do not enter into any agreement with **US** as their right is only provided by reason of the above section of the Insurance Contracts Act.

DEPENDENT CHILD(REN) means any child:

- under eighteen (18) years of age:
 - who is still dependent on the **COVERED PERSON** for welfare; and
 - for whom the **COVERED PERSON** is legally responsible, or
- over 18 years of age and under twenty five (25) years of age:
 - who is in full time tertiary education; and
 - who is still dependent on the **COVERED PERSON** for welfare; and
 - for whom the **COVERED PERSON** is legally responsible.

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

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

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

EXCESS PERIOD is the period stated in the **SCHEDULE** during and for which no **BENEFITS** are payable for **TEMPORARY TOTAL DISABLEMENT** or **TEMPORARY PARTIAL DISABLEMENT**. The number of days constituting each **EXCESS PERIOD** must be served consecutively.

FOOT means the entire foot below the ankle.

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

FUNERAL BENEFIT means the **BENEFIT WE** pay under Section 3 - Additional Benefits, Funeral Expenses (see page 25).

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

HAND means the entire hand below the wrist.

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

INSURERS or **UNDERWRITERS** means the insurers of this **POLICY**, who are certain underwriters at Lloyd's Syndicate 2012.

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

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

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

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

OPERATIVE PERIOD OF COVER means the specified period for which a **COVERED PERSON** has access to benefits under the **POLICY** as explained in the "When does COVERED PERSONS' access to benefits under the **POLICY** begin and end?".

PERMANENT means lasting at least twelve (12) consecutive months from the occurrence, and at the end of

that time being beyond hope of improvement.

PERMANENT TOTAL DISABLEMENT means disablement which:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

POLICY COVERAGE

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

LIMIT OF LIABILITY

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

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

SECTION 1 – PERSONAL ACCIDENT LUMP SUM BENEFITS

LUMP SUM BENEFITS

COVERED EVENT 1-26

Subject to the terms and conditions, (including limits and exclusions) of the **POLICY**, in the event a **COVERED PERSON** sustains a **BODILY INJURY** which solely and directly results in any of the following numbered **COVERED EVENTS** outlined in the Table of Benefits 1, WE will pay to the **COVERED PERSON** the corresponding percentage outlined in the Table of Benefits 1 of the **SUM INSURED** for **COVERED EVENTS 1 -26**, providing that:

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

Table of Benefits 1

COVERED EVENTS	Percentage of SUM INSURED as showing on the SCHEDULE
1. ACCIDENTAL DEATH (including FUNERAL BENEFIT)	105%
2. PERMANENT TOTAL DISABLEMENT	100%
3. PERMANENT paraplegia, quadriplegia, or incurable paralysis of all limbs	100%
4. PERMANENT disablement not otherwise provided for in this table*	100%
5. PERMANENT and total LOSS of sight in one or both eyes	100%
6. PERMANENT and total LOSS of use of one or both LIMBS	100%
7. PERMANENT and incurable insanity	100%
8. PERMANENT total LOSS of hearing in both ears	100%
9. PERMANENT and total LOSS of the lens of both eyes	80%
10. PERMANENT and total LOSS of use of four fingers and the thumb of either HAND	75%
11. PERMANENT and total LOSS of the lens of one eye	60%
12. PERMANENT disfigurement from third degree burns equal to or greater than 20% of the surface of head and neck	60%
13. PERMANENT total LOSS of use of four fingers of either HAND	50%
14. PERMANENT disfigurement from third degree burns equal to or greater than 40% of the surface of the body (excluding head and neck)	40%
15. PERMANENT total LOSS of hearing in one ear	30%
16. PERMANENT total LOSS of use of one thumb (both joints)	30%
17. PERMANENT total LOSS of use of one thumb (one joint)	15%
18. PERMANENT total LOSS of use of one finger all three joints	15%
19. PERMANENT total LOSS of use of all toes on either FOOT	15%
20. PERMANENT total LOSS of use of one finger two joints	10%
21. FRACTURED leg or patella with established non-union	10%
22. Shortening of the leg by at least 5cm	8%
23. PERMANENT total LOSS of use of one finger one joint	5%
24. PERMANENT total LOSS of use of toes (per toe) both joints of the great toe	5%
25. PERMANENT total LOSS of use of toes (per toe) – one joint of the great toe	3%
26. PERMANENT total LOSS of use of toes (per toe) – all joints of any toe other than the great toe	1%

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

BODILY INJURY RESULTING IN FRACTURED BONES

COVERED EVENTS 27-33

Subject to the terms and conditions (including limits and exclusions) of the POLICY, in the event a COVERED PERSON sustains a BODILY INJURY which directly and solely results in any of the following COVERED EVENTS in the Table of Benefits 2, WE will pay the corresponding percentage outlined in the Table of Benefits 2, of the SUM INSURED for COVERED EVENTS 27-33 providing that:

- the BODILY INJURY occurs during the COVERED PERSONS OPERATIVE PERIOD OF COVER and within the GEOGRAPHICAL LIMITS; and
- the resulting COVERED EVENT occurs within 12 months of the BODILY INJURY DATE; and
- the COVERED EVENT is solely and directly attributable to the BODILY INJURY and not any other cause; and
- a SUM INSURED is shown against the relevant COVERED EVENTS in the SCHEDULE.

Table of Benefits 2

COVERED EVENTS	Percentage of SUM INSURED as showing on the SCHEDULE
27. Neck, skull, spine (complete FRACTURE)	100%
28. Hip FRACTURE	75%
29. Jaw, pelvis, eg, ankle, or knee (other FRACTURE)	50%
30. Cheekbone, shoulder or hairline FRACTURE of skull or spine	30%
31. Nose or collar bone FRACTURE	20%
32. Arm, elbow, wrist or ribs (simple FRACTURE)	10%
33. Finger, thumb, foot, hand or toe FRACTURE	7.5%

BODILY INJURY RESULTING IN LOSS OF TEETH OR DENTAL PROCEDURES

COVERED EVENTS 34-35

Subject to the terms and conditions (including limits and exclusions) of the POLICY, in the event a COVERED PERSON sustains a BODILY INJURY which results in any of the COVERED EVENTS in Table of Benefits 3 as a sole and direct result of the BODILY INJURY, WE will pay the corresponding percentage outlined in the Table of Benefits 3, of the SUM INSURED showing against the LUMP SUM BENEFITS COVERED EVENTS 34 and 35, providing that:

- the BODILY INJURY occurs during the COVERED PERSONS OPERATIVE PERIOD OF COVER and within the GEOGRAPHICAL LIMITS; and
- the resulting COVERED EVENT occurs within 12 months of the BODILY INJURY DATE; and
- the COVERED EVENT is solely and directly attributable to the BODILY INJURY and not any other cause; and
- a SUM INSURED is showing against the relevant COVERED EVENTS in the SCHEDULE.

Table of Benefits 3

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

EXPOSURE

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

DISAPPEARANCE

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

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

SECTION 2 –LOSS OF INCOME BENEFITS

TEMPORARY TOTAL DISABLEMENT as a result of BODILY INJURY

COVERED EVENT 36

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

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

WE will pay the lesser of:

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

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

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

TEMPORARY PARTIAL DISABLEMENT as a result of BODILY INJURY

COVERED EVENT 37

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

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

WE will pay the lesser of:

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

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

- the maximum BENEFIT PERIOD as shown on the SCHEDULE; and
- the period the TEMPORARY PARTIAL DISABLEMENT persists as evidenced by a DOCTOR.

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

ESCALATION OF CLAIM BENEFIT

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

GUARANTEED PAYMENT

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

SECTION 3 – NON MEDICARE MEDICAL AND PHYSIOTHERAPY BENEFITS

NON MEDICARE MEDICAL EXPENSES

Should a COVERED PERSON suffer a BODILY INJURY which results in any of COVERED EVENTS 2-39 which results in the COVERED PERSON incurring costs for NON MEDICARE MEDICAL EXPENSES, we will pay a maximum SUM INSURED of \$2000 per COVERED PERSON for actual costs incurred, with an excess of \$50 per claim will be payable by the COVERED PERSON. Unless otherwise shown on the SCHEDULE.

NON MEDICARE MEDICAL EXPENSES means any expense WE are allowed to provide under the Health Insurance Act (Cth) 1973, the National Health Act (Cth) 1953 or any legislation made under such Acts (for example, WE are not allowed to pay expenses covered by the Medicare or pay the Medicare Gap). Further it only applies to

the difference between the private health insurance rebate to which an INSURED PERSONS may be entitled and the actual cost incurred by the COVERED PERSON.

For the purposes of this section PHYSIOTHERAPY BENEFITS are covered as a separate BENEFIT.

PHYSIOTHERAPY BENEFIT

Where a COVERED PERSONS sustains a BODILY INJURY which results in any of COVERED EVENTS 2-37 , and physiotherapy treatment is recommended by a DOCTOR and which is provided by a suitable qualified and registered physiotherapist, WE will pay 95% of actual costs incurred subject to a maximum per visit cost of \$80. The maximum BENEFIT we will pay for any one claim is \$1,000 per COVERED PERSON.

In relation to the NON MEDICARE MEDICAL EXPENSES BENEFIT (including the PHYSIOTHERAPY BENEFIT), WE will not provide any BENEFITS where the provision of such BENEFITS will result in US contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any applicable legislation (whether in Australia or not).

SECTION 4 – ADDITIONAL BENEFITS

REHABILITATION

In the event that a COVERED PERSON has a valid claim for TEMPORARY PARTIAL DISABLEMENT, TEMPORARY TOTAL DISABLEMENT or PERMANENT TOTAL DISABLEMENT under the POLICY, WE at OUR discretion may elect to assist the COVERED PERSON in arranging for rehabilitation training at a licensed vocational school, provided such training is undertaken with the agreement of a DOCTOR. This BENEFIT also includes costs for counselling to help the COVERED PERSON and their family come to terms with any disability suffered by the COVERED PERSON. The maximum amount payable under this BENEFIT is \$5,000 per COVERED PERSON.

RETURN TO WORK BENEFIT

In the event that a COVERED PERSON has a valid loss of income claim for either TEMPORARY PARTIAL DISABLEMENT or TEMPORARY TOTAL DISABLEMENT under the POLICY, WE at OUR discretion may elect to assist the COVERED PERSON in arranging for professional assistance (agreed to in advance by US, and not performed by a RELATIVE of the COVERED PERSON) to aid the COVERED PERSON in improving their physical or emotional condition. This includes modification to the COVERED PERSON'S normal place of residence or a place of employment. The maximum amount payable under this BENEFIT is \$5,000 per COVERED PERSON.

INDEPENDENT FINANCIAL ADVICE

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

DEPENDENT CHILD ASSISTANCE

In the event:

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

WE will pay a BENEFIT of \$5,000 per DEPENDENT CHILD to the estate or representative of the deceased COVERED PERSON, for the benefit of the DEPENDENT CHILDREN. The total maximum BENEFIT payable under

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

SURVIVING SPOUSE/PARTNER

In the event:

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

WE will pay a BENEFIT of \$5,000 to the SPOUSE of the deceased. The maximum BENEFIT payable under this benefit is \$5,000 per COVERED PERSON.

UNEXPIRED MEMBERSHIP BENEFIT

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

- any of COVERED EVENTS 2- 10; or
- COVERED EVENT 38 for which the relevant TEMPORARY TOTAL DISABLEMENT is certified by a DOCTOR to last longer than 26 weeks,

WE will reimburse the COVERED PERSONS the pro rata amount of the membership fees of any sporting body, club or association they belong to, for which the COVERED PERSON will not gain any benefit from due to the BODILY INJURY. The maximum BENEFIT payable for this BENEFIT for all memberships is \$1,000 per COVERED PERSON.

HOME AND OR MOTOR VEHICLE MODIFICATION BENEFIT

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

FUNERAL EXPENSES

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

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

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

CHAUFFEUR BENEFIT

In the event a COVERED PERSON suffers a BODILY INJURY which results in a valid claim for any BENEFITS paid for the COVERED EVENTS 38 or 39 WE will pay a BENEFIT to a maximum of \$250 per week for reasonable

transportation costs incurred for the hire of a taxi, car service, or suitable mode of conveyance to transport the COVERED PERSON from their home to their normal place of employment, for a maximum period of 26 weeks. The chauffeur BENEFIT is not payable to a COVERED PERSON'S RELATIVE or anyone living with the COVERED PERSON. The need for a chauffeur must be evidenced by a DOCTOR in order for this BENEFIT to be payable.

BED CARE BENEFIT

Should a COVERED PERSON be confirmed to bed and under the care of a registered nurse, who is not the COVERED PERSON'S RELATIVE or a member of the COVERED PERSONS family, as a result of a valid claim for any COVERED EVENT under the POLICY, and for a period of not less than 7 days as certified as medically necessary by a DOCTOR WE will pay the COVERED PERSONS a maximum BENEFIT of \$50 per day for a maximum period of 365 days post the 7th day of confinement.

This BENEFIT does not extend to include any institution used as a nursing or convalescence home, a place of rest, a geriatric ward, mental institution, rehabilitation or extended care facility or centre for the treatment of alcohol or drug abuse.

IN MEMORIAM BENEFIT

Should a COVERED PERSON have a valid claim for any COVERED EVENT under the POLICY, and die as a result of the BODILY INJURY, WE will pay a maximum BENEFIT of \$1,000 for actual reasonable costs incurred with the proper observance of the passing of a COVERED PERSON by the POLICY HOLDER.

KIDNAPPING BENEFIT

Should a COVERED PERSON be kidnapped during the OPERATIVE TIME OF COVER and during the INSURANCE PERIOD, WE will pay a maximum BENEFIT of 10% of the SUM INSURED showing against COVERED EVENT 2 – PERMANENT TOTAL DISABLEMENT or \$10,000 whichever is the greater, unless otherwise stated on the SCHEDULE.

GENERAL CONDITIONS APPLYING TO THE SECTION 1

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

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

4. Any BENEFIT payable for COVERED EVENTS 1-26 will be reduced by any BENEFIT paid or payable for loss of income BENEFITS under COVERED EVENT 36 in respect of the same BODILY INJURY.

No loss of income BENEFITS will be payable, unless the COVERED PERSON is gainfully employed at the time of the BODILY INJURY.

5. No loss of income BENEFITS will be payable for COVERED EVENTS 36 or 37 for greater than fifty two (52) weeks in total in respect of any one BODILY INJURY, unless otherwise stated on the SCHEDULE.

6. No BENEFITS are payable to a COVERED PERSON for COVERED EVENTS, 36 or 37 unless, as soon as possible after the BODILY INJURY, the COVERED PERSON seeks and follows medical advice as prescribed by a DOCTOR.
7. No benefits are payable for more than one (1) of the COVERED EVENTS, 36 or 37 that occur for the same time period.
8. BENEFITS will not be payable for more than one of the COVERED EVENTS described in Section 1 in respect of any one BODILY INJURY for Table of Benefits 2 for COVERED EVENTS 27 to 35 inclusive;
9. Unless otherwise stated on the SCHEDULE, the BENEFIT payable to COVERED PERSONS under eighteen (18) years of age, for COVERED EVENT 1 ACCIDENTAL DEATH will be 10 percent (10%) of the BENEFIT stated in the Table of Benefits 1.

We will pay one-fifth (1/5th) of the loss of income BENEFITS under Section 2 for each day of disablement where disablement lasts for less than a week after expiry of the EXCESS PERIOD for COVERED EVENT 37.

10. The loss of income BENEFITS payable for COVERED EVENTS 36 or 37 will be reduced by the amount of any other benefit in relation to the loss of income for the same period the COVERED PERSON is entitled to receive under any statutory workers' compensation or transport accident compensation scheme or legislation or any insurance policy specifically covering the same risk. This means that the BENEFIT payable under the POLICY will be the amount by which the BENEFIT payable under the POLICY exceeds the other benefits to which the COVERED PERSON is entitled. If the COVERED PERSON receives the above payments from other parties after the claim with US is finalised, the COVERED PERSON must repay to US the amount which the COVERED PERSON was paid from US in excess of what the COVERED PERSON was entitled under the POLICY.
11. The loss of income BENEFITS payable for COVERED EVENTS 36 or 37 will be reduced by the amount of any SALARY, wages, income, fees dividends or commission which the COVERED PERSONS continues to receive from employment or the COVERED PERSONS business.
12. In the event of the COVERED PERSON dies or is deemed by US to have suffered PERMANENT TOTAL DISABLEMENT, payments for COVERED EVENTS 36 or 37 will cease.
13. If:
 - as a result of a BODILY INJURY there is a valid claim and BENEFITS become payable under Section 2; and
 - during the COVERED PERSON'S OPERATIVE PERIOD OF COVER, the COVERED PERSON suffers a recurrence of COVERED EVENTS 36 or 37 from the same BODILY INJURY,

the new period of disablement will be deemed to be a continuation of the prior period unless, between such periods, the COVERED PERSON has held full time work for at least six (6) consecutive months, in which case the new period of disablement will be deemed to have resulted from a new BODILY INJURY and a new EXCESS PERIOD shall apply. The cover is subject to other terms and conditions, limitations and exclusions of the POLICY. For example, the covered disablement must occur within 12 months of the original BODILY INJURY DATE.
14. No cover is provided under the POLICY for an ACCIDENT, BODILY INJURY, or COVERED EVENT which occurs on or after the date a COVERED PERSON reaches the age of sixty six (66), unless otherwise indicated on the SCHEDULE, or agreed to by US in writing.
15. All loss of income BENEFITS under Section 2 will be paid monthly in arrears, except where the twelve (12) weeks guaranteed payment additional BENEFIT (see page 23) of this POLICY applies.

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

Fraud

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

Claim Procedure

1. As soon as the POLICY HOLDER or a COVERED PERSON becomes aware of anything happening which may result in a claim under this Policy the POLICY HOLDER and/or a COVERED PERSON must notify US as soon as possible, explaining about the potential claim.
2. Please contact US for claims via OUR Claims Management Partner as advised by US or YOUR intermediary.
3. As soon as is reasonably practicable after the ACCIDENT, or BODILY INJURY, (or any further time which WE may allow in writing) Policy the POLICY HOLDER and/or a COVERED PERSON must deliver to US a written claim containing as detailed an account as is reasonably practicable of the circumstances the ACCIDENT or BODILY INJURY. If WE ask to provide US with a Statutory Declaration, the POLICY HOLDER and/or the COVERED PERSON must provide it.
4. A medical certification will be required by the COVERED PERSON'S DOCTOR in the format WE provide to them so the claim can be assessed. The COVERED PERSON must meet the cost of the medical certification.
5. WE may also require the COVERED PERSON to undergo medical examinations, and vocation and/or rehabilitation assessments but, if this is required, WE will meet those costs.
6. COOPERATION and OTHER INFORMATION
At all times give US all the information and assistance WE may reasonably require and provide such evidence to support the COVERED PERSON'S entitlement to a BENEFIT WE may reasonably ask. This evidence may include, but is not limited to the following:
 - written authorities allowing US to access medical, financial or other relevant information, which may include personal and sensitive information; and
 - evidence of the COVERED PERSON'S income, earnings or periodic payments the COVERED PERSON received from other sources. WE may require verification of this information by way of a financial audit; and
 - details of any other insurance covering the same, or similar, condition for which the COVERED PERSON is making the claim.
7. DUTY OF UTMOST GOOD FAITH
When making a claim the POLICY HOLDER and COVERED PERSONS are under a duty to act with utmost good faith. WE owe the same duty in assessing the claim. The POLICY HOLDER and COVERED PERSONS must therefore cooperate with US and comply with OUR reasonable requests in assessing the claim.
8. SUBROGATION
WE have the right to recover from any person against whom the COVERED PERSON may be able to claim any money paid by US. WE will have full discretion in the conduct, settlement or defence of any claim in the COVERED PERSON'S name. The amount recovered will be applied first to reducing the amount by which the COVERED PERSON'S loss exceeds the payment made by US. Any balance remaining after the COVERED PERSON has been fully compensated for the COVERED PERSON'S loss, up to the amount WE have paid to the COVERED PERSON to settle the COVERED PERSON'S claim (including OUR legal fees for recovery), will be retained by US.

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

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

Tax Implications

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

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

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

Cancellation Rights

By the POLICY HOLDER

The POLICY may be cancelled by the POLICY HOLDER at any time at the POLICY HOLDER'S request by giving written notice to US, in which case WE will retain OUR short period rate for the time the POLICY has been in force (and any reasonable administrative and transaction costs and taxes and duties WE cannot recover) . However, if a COVERED PERSON has made a claim or are entitled to make a claim under the POLICY:

- WE will not refund the balance of the premium; or
- WE may deduct from any claim payment any premium already refunded to the POLICY HOLDER or recover any premium refunded.

The cancellation will take effect from the later of the date of YOUR notice or at 4.01pm AEST on the date WE receive YOUR written cancellation.

By US

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

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

The cancellation will be effective from 4pm AEST on the date specified in that written notice.

If WE cancel the POLICY WE will do so by giving the POLICY HOLDER written notice. WE will deduct from the insurance contribution an amount to cover the shortened period for which insurance applied (and taxes and duties WE cannot recover), and refund the balance to the POLICY HOLDER provided any COVERED PERSON has not exercised any right or power under the POLICY (e.g. made any claim).

ALTERATION TO RISK

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

GOVERNING LAW AND JURISDICTION

The POLICY is governed by the laws of Australia. Any dispute relating to the POLICY shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the POLICY was issued.

GENERAL EXCLUSIONS APPLYING TO THIS POLICY

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

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

WE will also not pay any BENEFIT or provide cover if the provision of payment, BENEFIT or cover would:

- result in US contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any applicable legislation (whether in Australia or not); or
- expose US to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Australia.