



Sports Personal Accident

Insurance

Product Disclosure Statement

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Policy Wording

Dated: 1<sup>st</sup> March 2017

Issued by ATC Insurance Solutions Pty Ltd ("ATC") (ABN 25 121 360 978, AFS Licence 305802) acting under a binder as an agent of certain underwriters at Lloyd's.

Document WRD104

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# **PART 1 – PRODUCT DISCLOSURE STATEMENT**

## **1. Introduction**

This Product Disclosure Statement (PDS) will help You (and Covered Persons where applicable) decide whether to take out this insurance and to compare this product with other products You may be considering.

Pursuant to the *Corporations Act 2001* (Cth), We are required to provide You with a copy of this PDS if you are a retail client as defined in the Act. A retail client is an individual or a small business. We have provided You with a copy of the PDS as We may not be certain whether You are a retail client at the inception of the Policy.

Part 1 of this document includes general information about this insurance. Part 2 of this document is the Policy wording that sets out the specific terms, conditions and exclusions of the cover that We will provide, which should be read to ensure that it provides the cover You need.

You should keep this PDS in a safe place for future reference, such as at the time of a claim.

In this PDS, We/Us/Our mean ATC Insurance Solutions Pty Ltd acting under a binder as an agent of certain underwriters at Lloyd's. You/Your mean the Insured named in the Schedule.

It is important that You read this PDS carefully to understand the extent of cover provided by this insurance as well as its limitations.

## **2. Words with a special meaning**

Excluding headings, words that begin with a capital letter have a special meaning when used in this PDS. These words are listed in 'General definitions' in the Policy wording from page 12 and We have used the same meanings throughout this PDS to be consistent.

## **3. About the insurer**

This insurance is underwritten by certain Underwriters at Lloyd's of London 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. The Insurers are referred to in the Policy as "We", "Our" and "Us" or "Insurers".

## **4. About ATC**

The Policy is issued by ATC Insurance Solutions Pty Ltd (ATC) ACN 121 360 978 AFSL 305802 acting under a binder as an agent of the Insurers who are certain Underwriters at Lloyd's. ATC acts on behalf of the Insurers and not you.

ATC can be contacted as follows:

ATC Insurance Solutions Pty Ltd  
Level 4, 451 Little Bourke Street  
Melbourne VIC 3000

Telephone (03) 9258 1777  
Facsimile (03) 9867 5540  
Website [www.atcis.com.au](http://www.atcis.com.au)

## 5. Overview of this insurance

This insurance Policy is intended to provide a benefit to a Covered Person whilst they are undertaking the following activities arranged by or under the auspices of the Insured:

- playing or taking part in a club, representative, state or national match
- attending a training or practice session
- administrative, social or fundraising activities of the Insured
- travelling to, from or between the activities stated above and a Covered Person's normal place of residence or employment.

This insurance Policy provides for the payment of lump sums or weekly benefits if a Covered Person suffers from a Bodily Injury or Sickness that result in an Insured Event. The Insured Events are listed in the 'Benefits payable' from page 17. The amount of cover for an Insured Event will be stated in the Schedule We issue to You.

There are various additional benefits stated within the Policy which are available to You including non-Medicare medical expenses, home modification and relocation assistance, hospitalisation benefit, Domestic Duties assistance and funeral expenses. Cover under each additional benefit is only provided if a benefit is stated in the Schedule. Refer to Clause 5 'Additional benefits' from page 20 for more information.

## 6. Significant features and benefits of the cover

The following is a summary only of some of the key features available under the Policy. Please refer to the terms, conditions and exclusions of the Policy wording in Part 2 of this document for full details of the cover.

Section A: death – We will pay a fixed or salary related benefit equal to the amount specified in the Schedule in the event of a Covered Person having an Accident when covered by the Policy which results in their death within 12 months of the Accident.

Section B: capital benefits (including Permanent Total Disablement) – We will pay a fixed or salary related benefit equal to the amount specified in the Schedule in the event of a Covered Person having an Accident when covered by the Policy which results in Permanent disablement within 12 months of the Accident

Section C: Permanent Total Disablement from Sickness – We will pay a fixed or salary related benefit equal to the amount specified in the Schedule in the event of a Covered Person suffering from a Sickness that first manifests itself when covered by the Policy which results in Permanent Total Disablement within 12 months.

Section D: loss of Income - We will pay a weekly benefit equal to the amount specified in the Schedule in the event of a Covered Person having an Accident when covered by the Policy which results in Temporary Total or Partial Disablement within 12 months of the Accident

The following additional benefits are also included within the Policy, as long as a benefit is stated within the Schedule:

- non-Medicare medical expenses;
- Student allowance;
- Parental inconvenience benefit;
- hospitalisation benefit;
- coma benefit;
- home modification and relocation assistance;
- rehabilitation expenses;
- retraining expenses;
- membership fees benefit;
- funeral expenses;
- Domestic Duties assistance;
- Personal Property expenses;
- disappearance;
- exposure.

## **7. Your individual requirements**

When preparing this PDS, We have not taken into account Your individual objectives, requirements or financial position. We generally distribute our products through licensed insurance brokers or advisers (intermediaries).

You should discuss with Your intermediary the type of risks You need to insure against and the appropriate amount of cover that You need. Further, if You have any questions about the appropriateness of this product for Your objectives, requirements or financial position, You should seek advice from Your intermediary.

If You wish to contact Us about this PDS, please use the contact details given above. However, We can only provide You with factual information or general advice about this product and cannot advise You whether the product is appropriate for Your objectives, requirements or financial position.

If Your circumstances change after taking out this insurance, relevant to the risks we have agreed to insure, You should notify Us (or ask Your intermediary to do so on Your behalf) as soon as possible.

## **8. Other issues to consider before taking out this insurance**

Like all insurance contracts, the Policy contains exclusions, terms and conditions, as well as limits and sub-limits that You should be aware of when considering whether to purchase this product.

## **9. Exclusions and limitations**

The Policy has a number of general exclusions that apply to all benefits under the Policy. For example, We will not cover any Pre-Existing Conditions or degenerative conditions. A full list of exclusions are listed in Clause 7 'General Exclusions' from page 26.

Please also refer to Clause 6 'Special Provisions' from page 24 which set out other circumstances when benefits may not be payable or may be limited in some way.

## **10. Benefits payable**

There is a maximum amount We will pay for each benefit. These amounts are shown in the Schedule.

## 11. General conditions

The Policy has a number of general conditions that apply to each benefit. These conditions are listed from page 28.

In some circumstances, a breach of a condition may entitle Us to refuse to pay a claim or reduce the amount We are liable to pay.

## 12. Our contract with You

The terms of cover are contained in this PDS, the Schedule, any attachments to the Schedule, the application for the insurance, and any endorsements We issue.

You should keep all of the Policy documents in a safe place.

## 13. How to renew this insurance

Before the expiry date of the Policy, We will send You a renewal notice via your insurance broker or intermediary advising whether We will offer to renew the Policy and on what terms. You should carefully check the information shown on each renewal notice to ensure that the details are correct.

We will provide You with a supplementary PDS if any information in the original PDS has changed since the insurance was first taken out.

## 14. The Premium

When calculating Your Premium We take into account a number of factors, including the number of Covered Persons insured under the Policy, the amount of cover You select and We provide, Your previous claims history and the activities being undertaken by Covered Persons.

Your Premium is also subject to Commonwealth and State taxes and charges including GST and stamp duty. A split of the Premium is provided on the Schedule.

Please note that the cover We provide is subject to payment of the Premium by the Premium Due Date stated on the Schedule. Non-payment of Premium may result in cancellation of the Policy.

## 15. Your duty of disclosure

Before you enter into this contract of insurance, you have a duty of disclosure under the *Insurance Contracts Act 1984*.

The duty applies until we first agree to insure you, and until we agree to any variation, extension, reinstatement or renewal (as applicable).

### 15.1 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.

### **15.2 Variations, extensions and reinstatements**

For variations, extensions and reinstatements, you 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.

### **15.3 Renewal**

Where we offer renewal, we may, in addition to or instead of asking specific questions, give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

We will tell you what your duty is on renewal before we agree to any renewal.

### **15.4 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 common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### **15.5 If you do not tell us something**

If you do not tell us anything you are required to tell us, 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.

## **16. General Insurance Code of Practice**

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the general insurance industry.

You can obtain more information on the Code of Practice, how it applies in relation to Us and ATC and Your rights under its terms, by contacting Us and/or ATC. Information on the Code can be found at <http://codeofpractice.com.au/>.

## **17. Cooling off**

You have 21 days after the Policy has commenced to decide if the Policy meets Your needs. You may exercise your cooling off right by advising Us directly or via your insurance broker or intermediary that You wish to cancel Your Policy (refer to 'Cancellation' clause 18 below and clause 8.5 of 'General Conditions').

If You do this, We will refund any Premium You have paid during the cooling off period unless You or a Covered Person have made a claim, or anything else has occurred during the cooling off period for which a claim is payable. If We are unable to recover any charges or taxes paid by Us, this will be deducted from the refund amount.

## **18. Cancellation**

You, or Your insurance broker or intermediary, may cancel Your Policy at any time by notifying Us in writing that You wish to cancel Your Policy. The cancellation will take effect from the date We receive such notice in writing.

We may cancel Your Policy in any of the circumstances set out in, and in the manner allowed by, the *Insurance Contracts Act 1984* (Cth). We will advise You in writing if the Policy is cancelled by Us.

We will refund the Premium for the unused Policy Period, if You or We cancel the Policy and You have not made a claim under the Policy. If a claim has been made, or You are entitled to make a claim under the Policy, no refund will be given.

## **19. How to make a claim**

To make a claim for benefits under this Policy, You can send a completed claim form to Us as follows:

ATC Insurance Solutions Pty Ltd  
Level 4, 451 Little Bourke Street  
Melbourne VIC 3000

Visit Our website to obtain a claim form or contact the ATC Insurance claims team if You have any questions or require assistance.

Please note that claim conditions apply; these are stated in 'Part 2- Policy Wording', Clause 1.

## **20. Dispute resolution**

We view seriously any complaint made about Our products or services and will deal with it promptly and fairly. If you have a complaint please first try to resolve it by speaking to the relevant member of Our staff.

We have an Internal Disputes Resolution process and suggest you contact Our Internal Dispute Resolution Officer on (03) 9258 1777 or by writing to Us at the address given above. We will acknowledge receipt of your complaint within three working days and, provided We have sufficient information, will complete the review within 15 working days. Otherwise, We will agree a new timeframe for responding to you. In any event, We will provide you with an update every 10 working days.

If the matter is still not resolved, you may then contact:

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



Telephone: (02) 8298 0783  
Facsimile: (02) 8298 0788

Following receipt of your dispute, you will be advised whether your dispute will be handled by either Lloyd's Australia or the Policyholder & Market Assistance Department at Lloyd's in London.

If you are not satisfied with the final decision, you may wish to contact the Financial Ombudsman Service Australia, which is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy your concerns.

For further details you can visit their website [www.fos.org.au](http://www.fos.org.au) or contact them:

Address: GPO Box 3, Melbourne, VIC, 3001

Telephone: 1800 367 287

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

## 21. Privacy

In this Privacy statement "we", "us" and "our" means the Insurer and ATC acting under a binder as its agent and "you" or "your" means any individual whose personal information we collect for the purposes of the Policy.

We are bound by the requirements of the Privacy Act 1988 (Cth), which set out standards on the collection, use, disclosure and handling of personal information.

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

Our Privacy Policy is available at [www.atcis.com.au](http://www.atcis.com.au) or by calling us on the number below.

We, and our agents, need to collect, use and disclose your personal information in order to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim and to make special offers of other services and products provided by us or those we have an association with, that might be of interest to you.

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 your personal information to third parties (and/or collect additional personal information about you from them) who assist us in providing the above services and some of these are likely to be overseas recipients, including in the United Kingdom. These parties, which include our related entities, distributors, agents, -insurers, claims investigators, assessors, lawyers, medical practitioners and health workers, anyone either of us appoint to review and handle complaints or disputes, any other parties where permitted or required by law and federal or state regulatory authorities, including Medicare Australia and Centrelink, will only use the personal information for the purposes we provided it to them for (unless otherwise required by law).

Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your representatives or co-insureds or through websites from data you

input directly or through cookies and other web analytic tools). If you provide 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; and
- 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.

By providing us with personal information, you and any person you provide personal information for, consent to these uses 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 ATC on (03) 9258 1777 or write to us at the address given above.

## **22. Electronic Communication**

Pursuant to the *Insurance Contracts Act 1984* (Cth), a notice or other document may be given by electronic communication in accordance with the *Electronic Transactions Act 1999* (Cth) and any regulations made under that Act. Amongst other things, this means that We can communicate with You by email.

If You are represented by an agent (e.g. your insurance broker) and they provide Us with their nominated email address, they and You consent to Us delivering documents electronically to that email address, unless you or they tell us otherwise. Any documents sent by email will be considered to have been received by You and Your Agent twenty four hours from the time We send them to that email address.

In all other cases, if You provide Us with Your nominated email address You consent to Us delivering documents electronically to that email address, unless You tell us otherwise. Any documents sent by email will be considered to have been received by You twenty four hours from the time We send them to that email address.

It is You and Your Agent's obligation to ensure that any email address provided to Us is up to date and let Us know promptly if it changes.

## **PART 2 – POLICY WORDING**

### **1. HOW TO MAKE A CLAIM**

To make a claim for benefits under this Policy, You can send a completed claim form to Us as follows:

ATC Insurance Solutions Pty Ltd  
Level 4, 451 Little Bourke Street  
Melbourne VIC 3000.

Visit Our website at [www.atcis.com.au](http://www.atcis.com.au) to obtain a claim form or contact Us and we will send you the relevant claim form.

Please contact the ATC Insurance claims team on (03) 9258 1777, if You have any questions or require assistance.

### **2. CLAIM CONDITIONS**

- 2.1.** At Your expense, We must be provided with all certificates and evidence that We require (including the completed claim form) to enable Us to assess Our liability for the claim. This information must be received by Us within 90 days after the Insured Event. Any failure to supply this information within this period shall not invalidate or prejudice the claim if it was not reasonably possible to do so, provided that it is supplied to Us as soon as is reasonably possible and in no event (except in the absence of legal capacity) no later than 12 months from the date of the Insured Event.
- 2.2.** In order to assess a claim and ongoing benefits, a Covered Person shall submit to medical examination at Our expense as often as is reasonably required, and allow Us access to all medical records, notes and correspondence which relate to the subject of a claim or an associated Pre-existing Condition if and when We ask for them.
- 2.3.** If We inadvertently pay You in excess of Your entitlements under this Policy, We reserve the right to recover that overpayment, including by deducting the excess amount from any amounts subsequently payable under this Policy in respect of the same Bodily Injury or Sickness.
- 2.4.** In the event of a claim being made under Insured Events 2, 27, 28 or 29, where We are not certain that the claim is payable, the claim will be subject to the approval of two independent medical referees – one appointed by You and one appointed by Us. If the referees are unable to agree between themselves whether You do or do not fall under the cover provided by Insured Events 2, 27, 28 or 29, a third independent referee will be appointed by them and his or her decision shall be final and binding on all parties.

### 3. GENERAL DEFINITIONS

The following definitions apply to words used in this Policy when they begin with a capital letter:

- 3.1. ACCIDENT or ACCIDENTAL** means a sudden, violent, unexpected, external and specific event that occurs by chance at a specific time and place.
- 3.2. AGGREGATE LIMIT** means the total amount payable specified in the Schedule for all Bodily Injury claims arising under this Policy from any one Occurrence during the Policy Period and within the Scope of Cover. In the event that claims from one Occurrence arising under this Policy exceed the Aggregate Limit, each claim will be reduced in proportion to the amount by which the total of all claims exceed this limit.
- 3.3. BENEFIT PERIOD** means the maximum period of time for which a benefit is payable as specified in this Policy wording or the Schedule and which commences after expiry of the applicable Waiting Period.
- 3.4. BODILY INJURY** means an injury that:
- 3.4.1.** is caused solely and directly by an Accident, and that occurs independently of any other cause or condition (including but not limited to any other Bodily Injury, or Sickness, illness or disease); and
  - 3.4.2.** is caused by an Accident suffered by a Covered Person during the Policy Period and within the Scope of Cover.
- A Bodily Injury does not include a Sickness, a Pre-Existing Condition, or any degenerative, congenital or other condition that does not result solely and directly from the Accident that caused the Bodily Injury.
- 3.5. COVERED PERSON** means a person named or described in the Schedule and for whom Premium has been paid or agreed to be paid by You to Us by the Premium Due Date.
- 3.5.1.** Cover for each Covered Person will begin at the commencement of the Policy Period or upon joining the Insured during the Policy Period, whichever occurs last, and will only be operative during the Scope of Cover stated on the Schedule. Cover will cease if the Policy is not renewed or when the relationship between the Insured and a Covered Person that made them eligible for cover ceases to exist.
  - 3.5.2.** A Covered Person is not a party to the contract of insurance. This insurance agreement is between Us and the Insured stated in the Schedule.
- 3.6. DEPENDANT** means a Covered Person's and their Spouse/Partner's unmarried financially dependent children under the age of 19 (or up to 25 years of age if a full-time Student at an accredited institution of higher learning).
- 3.7. DOMESTIC DUTIES** means the usual and ordinary activities undertaken by someone as a homemaker including washing, cooking, cleaning and child-minding.
- 3.8. EXCESS** means the amount shown in the Schedule which is payable by You or a Covered Person in the event of a claim under this Policy.
- 3.9. EXTREME SPORTS** means:

- 3.9.1. BMX or mountain bike riding; bike riding on a circuit or on a course specifically built or intended for competition;
- 3.9.2. go karting;
- 3.9.3. horse riding and related activities;
- 3.9.4. snowboarding; snow skiing;
- 3.9.5. surfing; jet skiing; water skiing; wakeboarding (or any other sport or activity that involves being towed by any form of watercraft);
- 3.9.6. martial arts or boxing (or any similar combative sport or activity including sparring);
- 3.9.7. mountain climbing; abseiling; BASE jumping; parachuting; gliding of any description (including paragliding, hang gliding or any similar activity, whether in tandem or otherwise);
- 3.9.8. skateboarding (including longboarding); rollerblading; skating or any other similar activity or
- 3.9.9. taking part in any racing or time trials of any kind (other than on foot).

**3.10. FINGERS AND TOES** means the digits of a hand or foot.

**3.11. INCOME** means:

- 3.11.1. For a Covered Person who is a salaried employee or receives a wage - the average gross weekly income earned (excluding any overtime, commission, bonuses and any other allowances) actually paid to the Covered Person that was earned from personal exertion from his or her usual employment in the 12 month period immediately preceding the date of Bodily Injury or Sickness (or any shorter period that they have been so engaged in the same occupation).
- 3.11.2. For a Covered Person who is self-employed - the average gross weekly income, after deducting all costs and expenses incurred in deriving that income, earned from their personal exertion over the 12 month period immediately preceding the date of Bodily Injury or Sickness (or any shorter period that they have been self-employed in the same occupation).
- 3.11.3. For a Covered Person who is on a salary package or total employment cost (TEC) basis – the average gross weekly income earned from their personal exertion over the 12 month period immediately preceding the date of Bodily Injury or Sickness (or any shorter period that they have been employed in the same occupation) including but not limited to wages, motor vehicle and travel allowances, clothing allowances, meal allowances or housing loans and rental allowances but excluding overtime, commission, bonuses and potentially other allowances.

**3.12. INCONVENIENCE EXPENSES** means any costs related to transportation or accommodation only.

**3.13. INSURED** means the insured stated in the Schedule.

**3.14. INSURED EVENT(S)** means the events specified for which benefits are payable with respect to Bodily Injury or Sickness as defined in this Policy.

**3.15. LIMB(S)** means the leg above the ankle or the arm above the wrist.

**3.16. MEDICAL PRACTITIONER** means a legally qualified and registered medical practitioner who is not an employee of the Insured, a Covered Person or a relative of the Covered Person and who is acting within the scope of their registration and pursuant to all relevant laws.

**3.17. MENTAL DISORDER** means any psychological or behavioural disorder, including, but not limited to, depression; stress; anxiety; neurotic, psychotic, mood, personality, and dissociative disorders; any condition

that is a consequence of the treatment of any of these conditions; and any associated physical symptoms, including, but not limited to, physical fatigue.

- 3.18. NUCLEAR, CHEMICAL or BIOLOGICAL TERRORISM** means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government or to put the public, or any section of the public, in fear.
- 3.19. OCCURRENCE** means an event or Accident or a series of events or Accidents consequent upon or attributable to one source or original cause.
- 3.20. PARAPLEGIA** means the total and Permanent paralysis of both legs.
- 3.21. PERMANENT** means lasting at least 12 months and, in relation to Bodily Injury or Sickness, is beyond hope of improvement.
- 3.22. PERMANENT PARTIAL DISABLEMENT** means any Permanent disability which is not otherwise defined under Insured Events 2 – 27. The Covered Person's occupation will not be taken into consideration when assessing this benefit.
- 3.23. PERMANENT TOTAL DISABLEMENT** means any Permanent disablement resulting from a Bodily Injury or Sickness and which entirely prevents the Covered Person from carrying on any gainful profession, trade or occupation for which he or she is reasonably qualified by reason of education, training or experience.
- 3.24. PERSONAL PROPERTY** means any form of property owned by the Insured or a Covered Person (or for which they are responsible) that is movable and not affixed to or associated with the land .
- 3.25. POLICY** means the agreement between You and Us to provide insurance cover according to the terms, conditions and exclusions contained in this document, the application for insurance, the Schedule, any attachments to the Schedule and any endorsements.
- 3.26. POLICY PERIOD** means the period specified in the Schedule.
- 3.27. POLICY TERRITORY** means the territories in which the policy provides cover as stated on the Schedule.
- 3.28. PRE-EXISTING CONDITION(S)** means any Sickness, illness, disease, injury, disability or other condition (including any known symptoms or side effects of these):
- 3.28.1.** that the Covered Person is aware of, or would reasonably have been expected to have been aware of in the circumstances; or
  - 3.28.2.** for which the Covered Person has had medical treatment or advice
- prior to the commencement of his or her cover under the Policy.

Such condition will not be a Pre-Existing Condition if the Covered Person, since the commencement of his or her cover under the Policy has been able to cease all treatment or advice for at least six consecutive months with the agreement of a Medical Practitioner.

For the purpose of this Policy a Covered Person will not be regarded as “able to cease all treatment or advice” if further treatment or advice would be considered to be likely, expected or inevitable by a Medical Practitioner. In this case, the Pre-Existing Condition exclusion will still apply.

- 3.29. PREMIUM** means the amount payable by the Insured calculated as shown on the Schedule.
- 3.30. PREMIUM DUE DATE** means the date stated in the Schedule when the Premium must be paid in order for the Policy to remain in operation
- 3.31. QUADRIPLÉGIA** means the total and Permanent paralysis of both arms and both legs or of the entire body below the neck.
- 3.32. SCHEDULE** means the schedule that We send to You with this document that contains Your specific insurance details.
- 3.33. SCOPE OF COVER** means when the cover is operative under this Policy as stated in the Schedule.
- 3.34. SICKNESS** means an illness or disease that:
- 3.34.1.** is not a Bodily Injury;
  - 3.34.2.** a Covered Person first became aware of and first became apparent during the Policy Period and when covered by this Policy;
  - 3.34.3.** continues for a period of not less than the Waiting Period from the date of commencement of medical treatment by a Medical Practitioner; and
  - 3.34.4.** solely and directly results in Permanent Total Disablement.
- 3.35. SPOUSE/PARTNER** means a Covered Person’s legal spouse (or de facto partner with whom the Covered Person has continuously cohabited for not less than three consecutive months).
- 3.36. STATUTORY BENEFIT** means a weekly or periodical benefit payment to a Covered Person by any workers’ compensation insurer or authority, or by any transport or motor accident insurer or authority as a result of a transport Accident.
- 3.37. STUDENT** means a Covered Person who goes to school, college, university or any other accredited institution of higher learning on a full- time basis.
- 3.38. TEMPORARY PARTIAL DISABLEMENT** means that as a result of a Bodily Injury the Covered Person is unable to carry out a substantial part of the duties normally undertaken in connection with his or her usual occupation and is under the regular care of, and acting in accordance with the instructions or professional advice of, a Medical Practitioner.
- 3.39. TEMPORARY TOTAL DISABLEMENT** means that as a result of a Bodily Injury the Covered Person is wholly and continuously prevented from carrying out the duties normally undertaken in connection with his or her usual occupation and is under the regular care of, and acting in accordance with the instructions or professional advice of, a Medical Practitioner.
- 3.40. TUITION EXPENSES** means any reasonable expenses incurred by a Student in order to have a tutor or tutors come to their normal place of residence to continue any studies that have been undertaken over the

past six months at their school, college, university or any other accredited institution of higher learning on a full-time basis.

- 3.41. WAITING PERIOD(S)** means the period of consecutive days stated in the Schedule during which no benefits are payable, commencing on the first day of disablement following Bodily Injury.
- 3.42. WAR** means a state of armed conflict between different countries or different groups within a country including, but not limited to, any activity arising out of the use of, or attempted use of, military force between nations, hostilities, rebellion, revolution, insurrection and invasion, regardless of whether War is declared or not.
- 3.43. WE/OUR/US** mean ATC Insurance Solutions Pty Ltd (ABN 25 121 360 978) acting under a binder as an agent of certain underwriters at Lloyd's.
- 3.44. YOU/YOUR** means the company, partnership, individual or entity shown as the Insured in the Schedule.



## 4. EXTENT OF COVER

4.1. In consideration of the payment of the Premium by the Premium Due Date and subject to the Scope of Cover and the terms, conditions and exclusions of this Policy, We will pay the benefits specified under 'Benefits payable' and 'Additional benefits'.

### **Benefits payable**

4.2. If a Covered Person suffers an Insured Event, we will pay the benefit specified in the Schedule.

4.3. In order for a claim to be considered under sections A, B and D, the Insured Event must have occurred:

4.3.1. solely as a result of an Accident within the Scope of Cover;

4.3.2. as a result of an Accident during the Policy Period and while the claimant is a Covered Person; and

4.3.3. within 12 months from the date of the Accident.

4.4. In order for a claim to be considered under section C, the Insured Event must have occurred:

4.4.1. solely as a result of Sickness within the Scope of Cover;

4.4.2. as a result of Sickness which first manifested itself during the Policy Period and while the claimant is a Covered Person; and

4.4.3. within 12 months from the date of the manifestation of the Sickness.

4.5. A claim will only be payable if an amount is shown next to each section on the Schedule.

4.6. Cover for an Insured Event under the following sections will only apply if there is a benefit specified for the applicable Insured Event on the Schedule:

**Section A: death**

Insured Event	Benefit
Bodily Injury resulting in:	
1. Death	100%

**Section B: capital benefits**

Insured Event	Benefit
Bodily Injury resulting in:	
2. Permanent Total Disablement	100%
3. Paraplegia	100%
4. Quadriplegia	100%
5. Permanent loss of sight in both eyes	100%
6. Permanent loss of sight in one eye	50%
7. Permanent loss of use of one Limb	60%
8. Permanent loss of use of two or more Limbs	100%
9. Permanent loss of hearing in both ears	80%
10. Permanent loss of hearing in one ear	25%
11. Permanent loss of four fingers and a thumb (either hand)	80%
12. Permanent loss of the lens of both eyes	100%
13. Permanent loss of the lens of one eye	60%
14. Permanent loss of use of four fingers of either hand	50%
15. Permanent loss of use of one thumb, both joints, of either hand	30%
16. Permanent loss of use of one thumb, one joint, of either hand	20%
17. Permanent loss of use of fingers of either hand, three joints (if Permanent loss of use of three or more fingers, a minimum benefit of 30% will apply)	10%
18. Permanent loss of use of fingers of either hand, two joints	7.5%
19. Permanent loss of use of fingers of either hand, one joint	5%
20. Permanent loss of use of toes of either foot – all, one foot	20%
21. Permanent loss of use of toes of either foot – great, both joints	7.5%
22. Permanent loss of use of toes of either foot – great, one joint	5%
23. Permanent loss of use of toes of either foot – other than great, each toe	5%
24. Fractured leg or patella with established non-union	10%
25. Permanent shortening of the leg by at least 5cm	7.5%
26. Permanent loss of use of:	
two kidneys	75%
liver	75%
sexual function	50%
two testicles	45%
one kidney	35%
spleen	30%
one testicle	10%
27. Any other Permanent Partial Disablement (see below)	Up to 100%

4.6.1. Any Permanent disfigurement or Permanent Partial Disablement will be assessed by Us by considering the severity of the disfigurement or disablement in conjunction with the amounts payable for Insured Events 2 to 26 in clause 4.6. At Our absolute discretion, We will determine the amount payable.

4.6.2. The maximum amount payable under Insured Event 27 in clause 4.6 will be 100% of the amount shown in the Schedule.

**4.6.3.** The Covered Person's occupation will not be taken into consideration when assessing the amount payable under Insured Event 27 in clause 4.6.

**4.6.4.** If more than one Insured Event is payable under section B resulting from the same Accident, the maximum amount payable will be 100% of the amount shown for section B on the Schedule.

**4.6.5.** We will not pay more than one benefit under this section for the same Bodily Injury.

**Section C: Permanent Total Disablement from Sickness**

<b>Insured Event</b>	<b>Benefit</b>
Sickness resulting in:	
28. Permanent Total Disablement	100%

**Section D: loss of Income**

<b>Insured Event</b>	<b>Benefit</b>
Bodily Injury resulting in:	
29. Temporary Total Disablement	During such Temporary Total Disablement the amount per week specified in the Schedule is payable and calculated in the manner described.
30. Temporary Partial Disablement	During such Temporary Partial Disablement if a Covered Person is able to return to work in a reduced capacity then the benefit payable shall be calculated as the difference between the per week benefit for Insured Event 30 and the current Income received from the reduced work capacity. If a Covered Person is able to return to work in a reduced capacity, but declines to do so, then the maximum benefit payable will be reduced to 30% of the benefit per week payable under Insured Event 30.

## 5. ADDITIONAL BENEFITS

Cover for these additional benefits is only included if there is a benefit shown in the Schedule.

Any expenses incurred after 12 months from the date of the Accident will not be payable under any of the additional benefits below.

### 5.1. Non-Medicare medical expenses

In the event of a Covered Person suffering a Bodily Injury, We will pay up to the percentage of expenses stated in the Schedule in the aggregate for the following incurred expenses in relation to the Bodily Injury:

- 5.1.1. ambulance transportation costs;
- 5.1.2. hospital accommodation and theatre expenses;
- 5.1.3. medical treatment performed by a Medical Practitioner;
- 5.1.4. dental treatment performed by a Medical Practitioner;
- 5.1.5. orthotics, splints, prosthesis, physiotherapy, chiropractor, naturopath, masseuse or osteopath expenses if recommended by a Medical Practitioner.

We will not pay for any of the following expenses under this section:

- 5.1.6. any expenses covered by the *Medicare Act 1983* (Cth) or a private health arrangement;
- 5.1.7. any expenses which can only be covered by an authorised health insurer;
- 5.1.8. any amount over the percentage of expenses or maximum sum insured stated in the Schedule;
- 5.1.9. any expenses incurred after the Benefit Period stated in the Schedule;
- 5.1.10. any medication expenses;

In addition to the benefit stated in the Schedule, We will also pay up to \$2,500 for the relocation of a Covered Person to an alternative medical facility if they were to suffer a Bodily Injury subject to the following:

- 5.1.11. the Bodily Injury occurs more than 200 kilometres from the Covered Person's normal place of residence;
- 5.1.12. the Covered Person has been hospitalised for at least 72 hours;
- 5.1.13. the final destination of an alternative medical facility that a Covered Person is being relocated to is within 30 kilometres of their normal place of residence; and
- 5.1.14. it is recommended by a Medical Practitioner that ongoing medical treatment is required at a medical facility for more than 24 hours upon arriving at the medical facility.

Any claim payable under this additional benefit is subject to the Excess being deducted from the settlement amount. The Excess will be deducted from the first payment being made under this additional benefit.

### 5.2. Student allowance

In the event of a Covered Person suffering a Bodily Injury, We will pay up to the amount stated in the Schedule for any Tuition Expenses incurred, subject to the maximum weekly benefit stated in the Schedule.

We will not pay for the following under this additional benefit:

- 5.2.1. any expenses incurred during the Waiting Period stated on the Schedule
- 5.2.2. any expenses incurred after the Benefit Period stated in the schedule

**5.2.3.** any expenses incurred unless it has been medically certified that a Student is unable to attend their normal place of learning.

Further, a benefit will not be payable if a Covered Person is entitled to claim or is receiving a benefit under either section D or 'Additional benefit' clause 5.11 'Domestic Duties assistance'.

### **5.3. Parental inconvenience benefit**

In the event of a Covered Person suffering a Bodily Injury, We will pay any Inconvenience Expenses incurred by the custodial parents of a Covered Person, up to the benefit stated in the Schedule, in order to visit the Covered Person in hospital.

Any Inconvenience Expenses must be certified as necessary by a Medical Practitioner. We will not pay any benefits incurred during the Waiting Period or after the Benefit Period stated in the Schedule has expired.

### **5.4. Hospitalisation benefit**

In the event of a Covered Person suffering a Bodily Injury which results in them being admitted to hospital as an inpatient for more than the Waiting Period stated in the Schedule, We will pay up to the maximum weekly benefit stated in the Schedule to the Covered Person or the Covered Person's legal representative for any non-medical expenses incurred in hospital for the Benefit Period stated in the Schedule or the duration of their stay in the hospital, whichever is the lesser.

In order for a claim to be made under this additional benefit, We will require confirmation from a Medical Practitioner that the Bodily Injury was the sole cause of the hospital admittance.

We will require receipts for any expenses incurred by a Covered Person whilst in hospital in order for a claim to be made under this additional benefit.

We will not pay any benefits incurred during the Waiting Period or after the Benefit Period stated in the Schedule has expired.

### **5.5. Coma benefit**

In the event of a Covered Person suffering a Bodily Injury which results in them being in a continuous unconscious state, We will pay the benefit stated in the Schedule to the Covered Person or the Covered Person's legal representative for any non-medical expenses incurred in hospital up to a maximum period of 180 consecutive days while they remain in a continuous unconscious state.

In order for a claim to be made under this additional benefit, we will require confirmation from a Medical Practitioner that the Bodily Injury was the sole cause of the continuous unconscious state.

We will require receipts for any expenses incurred by a Covered Person whilst in hospital in order for a claim to be made under this additional benefit. This benefit is payable in addition to any hospitalisation benefit paid.

We will not pay any benefits incurred during the Waiting Period stated in the Schedule.

## **5.6. Home modification and relocation assistance**

In the event of the payment of a claim for Bodily Injury under Insured Events 2 – 10, We will assist the Covered Person in arranging for special equipment for, or modifications to, the Covered Person's normal place of residence or motor vehicle up to the benefit stated in the Schedule. Alternatively, We will pay up to the benefit stated in the Schedule for the relocation of a Covered Person to a more suitable residence.

Assistance will only be considered if it is recommended by the Covered Person's Medical Practitioner and agreed by Us in writing. Assistance will not be available if it can be received from any other source.

## **5.7. Rehabilitation expenses**

In the event of a Covered Person suffering a Bodily Injury, We will pay up to the benefit stated in the Schedule for any reasonable expenses incurred to help rehabilitate the Covered Person following a recommendation from a Medical Practitioner and agreed by Us in writing.

## **5.8. Retraining expenses**

In the event of a Covered Person suffering a Bodily Injury, We will pay up to the benefit stated in the Schedule for any reasonable expenses incurred by a Covered Person in arranging for training or advice from a licensed vocational school. Expenses will only be reimbursed if the training or advice is recommended by a Medical Practitioner and agreed by Us in writing.

## **5.9. Membership fees benefit**

In the event of a Covered Person suffering a Bodily Injury which results in the Covered Person being certified by a Medical Practitioner as unable to continue taking part in the sporting activity covered by this Policy for the remainder of any membership or registered period, We will pay up to the benefit stated in the Schedule. The amount payable will be calculated by pro-rating the membership or registration fee paid by the Covered Person from the date of the Bodily Injury to the end of the membership or registration period. The maximum period We will consider for any membership or registration is 12 months.

## **5.10. Funeral expenses**

In the event of a Covered Person suffering a Bodily Injury which results in their death within 12 months of the Accident, We will pay the actual cost of the Covered Person's funeral or cremation, including where necessary the cost of returning the Covered Person's body or ashes to his or her home town, or other location requested by the legal representative of the Covered Person's estate, up to the benefit stated in the Schedule.

## **5.11. Domestic Duties assistance**

In the event of a Covered Person suffering a Bodily Injury, We will pay up to the benefit stated in the Schedule for any expenses incurred by a Covered Person to carry out Domestic Duties at the Covered Person's normal place of residence in the event of a Covered Person being unable to undertake such Domestic Duties.

We will not pay for the following under this additional benefit:

- 5.11.1.** any expenses unless they have been certified as necessary by a Medical Practitioner;
- 5.11.2.** any expenses incurred by a Spouse or other immediate family member;
- 5.11.3.** any expenses incurred during the Waiting Period stated in the Schedule;

**5.11.4.** any expenses incurred after the Benefit Period stated in the Schedule.

This benefit is payable to the person who carries out the Domestic Duties or to a Covered Person upon us receiving a tax invoice rendered by the third party provider of such Domestic Duties.

Further, a benefit will not be payable if a Covered Person is entitled to claim or is receiving a benefit under either section D or 'Additional benefit' clause 5.2 'Student allowance'.

#### **5.12. Personal Property expenses**

In the event of a Covered Person suffering loss or damage to their Personal Property as a result of a Bodily Injury, we will cover up to the benefit stated in the Schedule. We will deduct the Excess stated in the Schedule from any claim made.

#### **5.13. Disappearance**

In the case of a Covered Person disappearing during the Policy Period, We will pay the benefit stated in the Schedule under section A subject to the following criteria being met:

- 5.13.1.** it is reasonable to assume that the disappearance is due to the occurrence of a Bodily Injury;
- 5.13.2.** a period of no less than 12 months has passed since the original date of the disappearance; and
- 5.13.3.** the Insured or the legal representatives of the Covered Person's estate provide Us with a signed agreement stating that if it later transpires that the Covered Person did not die, or did not die of Bodily Injury, any amount paid will be reimbursed to Us.

#### **5.14. Exposure**

In the case of a Covered Person being exposed to severe weather conditions as a result of an Accident and suffers any of the Insured Events within 12 months of the Accident, it will be deemed that the Covered Person has suffered a Bodily Injury on the date of the Accident.

## 6. SPECIAL PROVISIONS

### 6.1. Benefits shall not be payable:

- 6.1.1.** unless as soon as possible after the happening of any Bodily Injury or Sickness the Covered Person obtains and follows medical advice from a Medical Practitioner.

Benefit payments will cease if the Covered Person stops following medical advice or refuses or delays medical treatment (other than experimental treatment), which in the opinion of an independent Medical Practitioner could reduce the period or degree of disablement.

- 6.1.2.** under any Insured Events in excess of the Benefit Period stated in the Schedule in respect of any one Bodily Injury.

- 6.1.3.** during the Waiting Period.

- 6.1.4.** if any Premiums due during the period of the claim are not paid to Us.

- 6.2.** We will be entitled to reduce the weekly benefits payable under section D if the Covered Person is entitled to claim or receive a periodic benefit for lost Income from any other source as a result of the same Bodily Injury.

We will reduce the weekly benefits to ensure that the combined total of the weekly benefits under section D and the other benefits does not exceed the percentage of the Covered Person's Income stated in the Schedule.

- 6.3.** If a Covered Person surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or in part), or defers the payment of such claim or entitlement (including by adjusting the waiting period applicable under another policy of insurance), the total amount of benefits payable under this Policy will reduce by the amount of payment to which the Covered Person would have been entitled or had the right to claim.

Benefits or entitlements received from other sources after weekly benefits have been paid under this Policy must be refunded by a Covered Person to Us.

- 6.4.** Benefits will be paid at the rate of one-seventh (1/7<sup>th</sup>) of the weekly benefit under Section D for each day of disablement in the event of a disability for a period of less than one full week.

- 6.5.** If We inadvertently pay a Covered Person in excess of their entitlement under any benefit payable, We reserve the right to recover that overpayment, including by deducting the over paid amount from any amounts subsequently payable under this Policy.

- 6.6.** If a Covered Person suffers a recurrence of Temporary Total or Temporary Partial Disablement from the same or related cause or causes, the subsequent period of Temporary Total or Temporary Partial Disablement will be deemed to be a continuation of the prior period unless between such periods the Covered Person has worked on a full time basis for at least six consecutive months, in which case the subsequent period of Temporary Total or Temporary Partial Disablement shall be deemed to have resulted from a new Bodily Injury and a new Waiting Period shall apply.

- 6.7.** In the event of a claim being paid under sections A, B or C, all benefits under section D will cease.



- 6.8.** Weekly benefits shall be payable fortnightly in arrears, commencing at the end of the first fortnight after the Waiting Period stated in the Schedule.
- 6.9.** Any benefit payable under sections A, B or C of this Policy shall be reduced by any amounts previously paid under section D and any of the following additional benefits:
- 6.9.1.** Domestic Duties assistance;
  - 6.9.2.** Student allowance;
  - 6.9.3.** non-Medicare medical expenses.
- 6.10.** If a claim exceeds the Aggregate Limit stated in the Schedule, the payment will be proportionately reduced until the total cost does not exceed the limits shown on the Schedule.
- 6.11.** We will not pay any benefit that, if paid, 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 overseas). This includes any gap between a Medicare rebate or payment and the total amount paid by a Covered Person.
- 6.12.** Any benefit payable for non-Australian residents will be paid on the same basis as an Australian resident who is able to utilise any national health scheme or Statutory Benefit. Non-Australian residents will only be considered a Covered Person if agreed by Us and whilst they are in Australia only.
- 6.13.** The benefit payable under Section A shall be limited to 20% of the benefit stated in the Schedule, or \$20,000 whichever is the lesser, for any Covered Persons under the age of 18 or over the age of 70.
- 6.14.** In the event of a Covered Person accepting voluntary redundancy from their usual occupation whilst benefits are being paid under Section D, We will cease all benefits under this section on the last day of employment of the Covered Person.
- 6.15.** We will not pay any benefits under Additional Benefit 5.7, Rehabilitation Expenses, which would normally be payable under Additional Benefit 5.1, Non-Medicare Medical Expenses.
- 6.16.** All benefits under Section D of this Policy will cease once a Covered Person retires or resigns from their usual occupation.

## 7. GENERAL EXCLUSIONS

This Policy shall not apply to any Insured Event directly caused by or arising from:

- 7.1. a criminal act committed by the Insured, a Covered Person or a beneficiary of a Covered Person's benefits under this Policy.
- 7.2. Acquired Immune Deficiency Syndrome (AIDS) Disease or Human Immunodeficiency Virus (HIV) infection.
- 7.3. any Accident or Sickness if You or a Covered Person are outside the age limits stated in the Schedule.
- 7.4. an act of Nuclear, Chemical or Biological Terrorism whether directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with such an act.
- 7.5. any Bodily Injury or loss as a result of War, or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any Government de jure or de facto or to the influencing of it by terrorism or violence, or martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege.
- 7.6. any expenses incurred for preventative measures rather than for the treatment of the Bodily Injury.
- 7.7. any Mental Disorder.
- 7.8. any Pre-Existing Condition or degenerative changes to joints, bones, muscles, ligaments, cartilage or tendons of the body, including vertebral discs, whatever the cause.
- 7.9. death as a result of Sickness.
- 7.10. intentional self-inflicted Bodily Injury or Sickness, suicide or attempt at it.
- 7.11. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission), or nuclear weapons material.
- 7.12. pregnancy, childbirth or miscarriage other than a complication arising from a Bodily Injury covered under the policy.
- 7.13. where a Covered Person has deliberately exposed themselves to exceptional or unusual danger (except in an attempt to save human life).
- 7.14. You or a Covered Person being a pilot or crew-member of any aircraft or engaging in any aerial activity except as a passenger in a properly licensed aircraft.
- 7.15. You or a Covered Person being under the influence of alcohol as defined in the motor vehicle or other laws applicable where the Accident occurs.
- 7.16. You or a Covered Person being under the influence of drugs or narcotics that are not lawfully available or which have not been prescribed by or taken in accordance with the instructions of a Medical Practitioner.

- 7.17.** You or a Covered Person engaging in or taking part in naval, military or air force service or operations.
- 7.18.** You or a Covered Person refusing or failing to obtain medical advice from a Medical Practitioner or fails to follow such advice following an Accident or Sickness.
- 7.19.** You or a Covered Person participating in any Extreme Sports which have not been declared to and agreed by Us.
- 7.20.** an Accident when the Covered Person is in charge of or operating a motor vehicle (including motorcycle) or powered watercraft that wasn't properly registered or the Covered Person wasn't appropriately licensed to be in charge of or operate that motor vehicle or watercraft according to the applicable registration and/or licensing laws.

## **8. GENERAL CONDITIONS**

### **8.1. Currency**

All amounts shown in the Schedule and Policy wording are stated in Australian Dollars (AUD). Any claims made under this Policy will be paid in Australian Dollars (AUD) using the currency exchange rate at the time of an Insured Event or when an expense was incurred.

### **8.2. Other insurance**

In the event of a claim, You or a Covered Person need to notify Us of any other insurance or scheme You or the Covered Person are entitled to claim under, have access to or receive a benefit from, which covers the same Insured Event.

### **8.3. Australian law**

Your Policy is governed by the laws of the State of Victoria, Australia and any dispute or action in connection with Your Policy shall be conducted and determined exclusively by the Victorian courts.

### **8.4. Cooling off**

You have 21 days after the Policy has commenced to decide if the Policy meets Your needs. You may exercise Your cooling off right by advising Us directly or via your insurance broker or intermediary that You wish to cancel Your Policy.

If You do this, We will refund any Premium You have paid during the cooling off period unless You or a Covered Person have made a claim, or anything else has occurred during the cooling off period, for which a claim is payable. If We are unable to recover any charges or taxes paid by Us, this will be deducted from the refund amount.

### **8.5. Cancellation**

#### **8.5.1. Cancellation by the Insured:**

This insurance may be cancelled at any time at the request of the Insured by notifying the Insurer or its agent in writing.

#### **8.5.2. Cancellation by Us:**

We may also cancel this insurance on any grounds subject to the Insurance Contracts Act 1984 (Cth) where We have given the Insured written notice of such cancellation in accordance with the Act. The cancellation will be effective from 4pm on the day specified in the notice given to the Insured.

In the event that We or the Insured cancel the insurance, We may deduct a pro rata proportion of the premium for time on risk which will be assessed on a seasonal basis where applicable. Any return premium due will be subject to a minimum premium retention of 10% of the amount due at Our discretion.

Any administration fees under the Policy and any government taxes or duties which we cannot recover are not refundable.

In the event that you have made a Claim under the insurance and we have agreed to pay the Claim, no return of premium will be made for any unused portion of the premium.

#### **8.6. Fraud**

Any fraudulent mis-statement or non-disclosure by You in relation to any matter affecting this insurance or in connection with the making of any claim under it will give Us the rights provided for in the *Insurance Contracts Act 1984* (Cth), including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the Policy.

#### **8.7. Non-imputation**

Failure by You or a Covered Person to comply with any terms and conditions of this Policy shall not prejudice the right of any other party to indemnity under this Policy.

However, indemnity is only provided to You or a Covered Person who is innocent of, and had no prior knowledge of, such failure. A party shall as soon as practicable after becoming aware of the failure advise Us in writing of all relevant facts.

#### **8.8. Reasonable care**

The Insured and Covered Persons must take all reasonable steps to avoid and/or reduce any loss covered under the Policy.

#### **8.9. Change in risk and business activities**

If the Insured changes their business activities which results in an increase in the risk of a claim under the Policy, the Insured must notify Us as soon as reasonably practicable.

#### **8.10. Subrogation**

If We make payments under the Policy to You or a Covered Person, to the extent You or a Covered Person may have a cause of action for damages against any other person arising out of the Insured Event giving rise to indemnity under this Policy, We retain the right of subrogation and repayment by way of an action to be brought in the name of You or the Covered Person against the third party.

Both You and the Covered Person must provide reasonable assistance to Us in pursuing any such rights.

If You or a Covered Person brings a claim for damages in Your own name against another person arising out of the Insured Event giving rise to indemnity under this Policy and You or the Covered Person is successful in recovering damages against the other person then You or the Covered Person will repay to Us out of any such award of damages any sum awarded for the same period during which the Covered Person received benefits under this Policy for the same Insured Event up to the full amount of the benefits paid under this Policy.

We will provide reasonable cooperation to the Covered Person or their legal advisers in bringing any such action.

### **8.11. Service of suit**

We agree that:

In the event of a dispute arising under this Insurance, We will at the request of the Insured submit to the jurisdiction of any competent Court or Tribunal in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

Any summons notice or process to be served upon Us may be served upon:

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

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

If a suit is instituted against one of the Underwriters, all Underwriters hereon will abide by the final decision of such Court or any Appellate Court.

### **8.12. Several Liability Notice – LSW 1001**

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

### **8.13. Sanction Limitation and Exclusion Clause- LMA3100**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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 or United States of America.