

JOURNEY PERSONAL ACCIDENT INSURANCE
COMBINED PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

JOURNEY PERSONAL ACCIDENT INSURANCE

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JOURNEY PERSONAL ACCIDENT INSURANCE

Introduction

This booklet consists of two parts:

- (a) Part 1 - Product Disclosure Statement (“PDS”)
- (b) Part 2 - **Policy Wording**

Where words or expressions used in have a special meaning, **We** have used the same terms in all parts of this document (unless stated otherwise). These defined terms are capitalised and their special meaning is explained in the definitions section of the **Policy Wording**.

Product Disclosure Statement (Part 1)

The purpose of this PDS is to help **You** understand the key features of the insurance and provide **You** with sufficient information to enable **You** to make an informed decision about whether to purchase it.

The PDS does not form part of the insurance contract between **You** and **Us**.

Policy Wording (Part 2)

This part contains the terms, conditions, exclusions, limits and definitions of **Your** insurance **Policy**. It also contains information about **Your** rights and obligations under the **Policy**.

When **We** issue the insurance to **You**, **You** will also receive a **Policy Schedule** which describes what **We** have agreed to cover and other important information relating to **Your Policy**, including any applicable **Waiting Period**, limits and sub-limits.

Before **You** decide to buy this insurance, please carefully read all three parts of this booklet.

If **You** purchase this insurance, **Your Policy** comprises of the **Policy Wording** contained in Part 2 of this document, and the **Policy Schedule** **We** issue to **You** which shows details particular to **You** and **Your** coverage. **Your Policy** is subject to definitions, terms, conditions and limitations set out in the **Policy Wording**.

JOURNEY PERSONAL ACCIDENT INSURANCE

Part 1: Product Disclosure Statement

The PDS contains important information about the features of the insurance, including costs, significant **Benefits**, exclusions, conditions and other information, including **Your** duty to take reasonable care not to make a misrepresentation or **Your** duty of disclosure depending on which is applicable to **You**, how to make a claim and **Your** cooling-off rights. It also describes our commitment to the General Insurance Code and how **You** may contact **Us** if **You** have a complaint.

While the PDS provides a summary of the significant **Benefits** and features of the insurance, **You** should also read the **Policy Wording** to understand what **You** are and are not covered for. Exclusions should be read carefully as they will tell **You** what is not covered by the **Policy**.

You can also review the Target Market Determination ("TMD") for this product if **You** want to understand whether it is likely to be suited to **Your** needs. The TMD is available at www.alliedworldinsurance.com/Australia

This PDS was prepared on 18th September 2024. The information in this PDS is current at the date of preparation. **We** may need to update some of the information in the PDS if certain changes occur and where required by law. If the change is material, **We** will arrange for **You** to be provided with a supplementary or new PDS to the email address recorded in our system. **We** may update some of the information in the PDS from time to time without needing to notify **You** (but only if it is not material information).

You can obtain a copy of any updated information by contacting **Us** at:

Allied World Assurance Company, Ltd (Australia Branch)

Australia Square

Level 40, 264- 278 George Street

Sydney NSW 2000 Australia

T: +612 8015 2500

E: info.australia@awac.com

About Allied World Assurance Company

Allied World Assurance Company, Ltd (Australia Branch) ABN 54 163 304 907 ("**AWAC**") AFS Licence No. 548668 is the insurer and issuer of the insurance **Policy** and this PDS.

We are authorised to carry on insurance business in Australia under the Insurance Act 1973 (Cth) and are regulated by the Australian Prudential Regulation Authority ("**APRA**") as an insurer.

How You contact us

You may contact **Us** by phone, email or writing to **Us** at the address below:

Allied World Assurance Company, Ltd (Australia Branch)

Australia Square

Level 40, 264- 278 George Street

Sydney NSW 2000 Australia

T: +612 8015 2500

E: info.australia@awac.com

Significant features and benefits

The **Policy** covers lump sum **Benefits** for **Accidental Death** and **Permanent Disablement** as well as weekly **Benefits** for **Bodily Injury**.

The information contained in this section is a summary of the **Benefits** available under the **Policy**. It is not exhaustive and the cover is subject to conditions and exclusions. Please refer to the **Policy Wording** in Part 2 of this document for full details of the cover, terms, definitions, conditions, exclusions and limits that may apply for **You** to understand the coverage provided by this insurance.

When and how benefits are provided

The **Benefits** provided under the **Policy** are payable:

- when an **Event** occurs during the **Insurance Period** causing **You** to suffer **Loss** or damage; and
- We have accepted **Your** claim.

After calculating the amount payable **We** will either:

- use it to pay for **Benefits** covered under the **Policy**;
- pay the person to whom **You** are legally liable; or
- pay **You**.

Cooling off

If **You** change **Your** mind about the **Policy**, **You** have the right to cancel it within twenty-one (21) days of the date it was issued to **You** ("cooling off period"), unless **You** made a claim under the **Policy** within the cooling off period. If **You** cancel it in this time, **We** will return the full amount **You** have paid and **Your** cover will end.

To cancel at other times, please refer to the cancellation clause found in the general provisions of the **Policy Wording**.

The amount you pay for this insurance

The amount **We** charge **You** for this insurance **Policy** is called the '**Premium**'. It is the total amount that **We** calculate to cover the risk, plus GST and any relevant government charges (such as stamp duty). These amounts will be shown on **Your Policy Schedule**.

If **You** change **Your Policy** during the **Insurance Period** (for example **You** choose to add or remove a cover option or additional **Benefit**) and **We** agree to the change, **We** may need to adjust **Your Premium** based on **Our** assessment of the risk. **You** may be entitled to a partial refund (if the change results in a reduction to the **Premium**) or **You** may be required to pay an additional amount (if the change results in an increase to the **Premium**). **We** will advise **You** if a change is likely to increase or reduce **Your Premium**. If **You** request any change to cover and **We** don't agree to the change, then **We** will let **You** know and the **Policy** will continue unchanged.

How various factors affect your premium

We consider a number of factors in calculating **Your Premium**. The key factors that affect **Your Premium** are nature of the covered activities, commuting distance, sum insured limits, **Waiting Periods**, **Operative Period of Cover**, claims history and age demographic.

The amount of **Premium** that **You** will pay will also depend on the information that **You** provide to **Us** as well as other commercial factors. The annual **Premium** payable by **You** will be shown in **Your Schedule**. **Premiums** are subject to applicable statutory taxes and charges.

Excess

The excess is the amount **You** must contribute towards the cost of any claim **You** make. If **We** agree to pay **Your** claim, the excess will be deducted from the amount of the claim that is paid to **You**, or **You** may be asked to pay the excess to a supplier, repairer directly or to **Us**.

Duty not to misrepresent

This applies to **Policyholders** who are a natural person.

When answering **Our** questions in the application form or providing **Us** with information that is relevant to **Our** decision to insure **You** and on what terms, **You** have a duty to take reasonable care not to make a misrepresentation to **us**. This duty applies when **You** first apply for the **Policy**, when **You** request changes to **Your Policy** or at renewal.

You and other insured person(s) must answer **our** questions with relevant and complete information, and **You** must not misrepresent any information that **You** give to **us**. **You** have the same duty in relation to anyone else whom **You** want to be covered by the **Policy** and before **You** renew, extend, vary or reinstate an insurance contract.

If **You** fail to comply with **Your** duty, and **We** would not have issued the **Policy** for the same **Premium** and on the same terms and conditions, **We** may be entitled to reduce **Our** liability under the **Policy** in respect of any claim or **We** may cancel the **Policy**.

If **Your** failure to comply with **Your** duty is fraudulent, **We** may refuse to pay a claim and treat the **Policy** as never having been in existence.

If you do not tell us something

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

Your duty of disclosure

This applies to **Policyholders** who are not a natural person.

Before **You** enter into an insurance contract, **You** have a duty to tell **Us** anything that **You** know, or could reasonably be expected to know, may affect **Our** decision to insure **You** and on what terms.

You have this duty until **We** agree to insure **You**.

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

You do not need to tell **Us** anything that:

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

If you do not tell us something

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

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

How to make a claim

If an **Event** has occurred which **You** believe has, or is likely to, give rise to a claim under the **Policy**, **You** must notify **Us** as soon as reasonably practicable after such event, by contacting **Us** using the contact details set out in this PDS.

More information about **our** claims process, including any conditions that must be met for **Us** to assess **Your** claim, is available in the **Policy Wording** in Part 2 of this booklet. **You** should familiarise **Yourself** with the conditions in order to avoid unexpected complications with a claim.

When there is more than one policyholder

When there is more than one insured noted on **Your schedule**, **We** may treat what any one of them says or does in relation to **Your Policy** or any claim under it, as said or done by each of the insureds. **We** may rely on a request from one insured to change or cancel **Your Policy** or tell **Us** where a claim payment should be paid.

There are, however, some exceptions to this. During the period of insurance, **We** might ask all joint **Policyholders** before **We** action a request or direction in relation to **Your Policy** (e.g. before **We** cancel **Your policy**, reduce **Your** cover or remove another **Policyholder**). This way **We** can help protect the interests of all **Policyholders**.

When **We** consider a claim under this **Policy**, **We** will have regard to any prejudice suffered by **You** or any other person entitled to **Benefit** under this **Policy** in relation to that claim particularly where it is caused by mental illness, substance abuse and/or an act of violence or intimidation by, another **Policyholder** or person entitled to **Benefit** under this **Policy**. In doing this, **We** may meet the claim when **We** are not legally required to do so. If **We** do, **We** will limit the claim in relation to the person claiming to an amount which is fair in the circumstances. However, this does not apply if **We** are relying on **Our** legal right to reduce or refuse a claim due to a breach of the **Policy** conditions or a failure to take reasonable care not to make a misrepresentation / comply with **Your** duty of disclosure as stated in **Your Policy**.

How we resolve your complaints

Resolving your complaints

We are here to help so if **You** are not satisfied with any of **Our** products or services or the service or conduct of **Our** suppliers or agents, please tell **Us** and **We** will do our best to resolve **Your** issues.

We take **Your** concerns seriously.

Step 1 – Contact Us

If **You** have a complaint about **Our** products or services, please get in touch with the team or staff member looking after **Your Policy** or **Your** claim. Their contact details are on **Your Policy** documents **We** have issued to **You**. If **Your** complaint is not resolved to **Your** satisfaction or **You** do not wish to contact that person, **You** can:

Phone **Us** on: +61 2 8015 2500

Write to **Us** at: auscomplaints@awac.com

If **You** choose to write to **Us**, please give **Us** as much detail as possible including the reference, **Policy** or claim number, as well as any extra information **You** feel **We** may not already have.

When **You** first let **Us** know about **Your** complaint or concern:

- **We** will acknowledge receipt of **Your** complaint within one business day of receiving it or as soon as practicable and give **You** the name and relevant contact details of the person assigned to liaise with **You** about **Your** complaint;
- It will be handled by a person who has the appropriate authority to deal with it, and
- This person will review **Your** complaint, consider the facts and contact **You** to resolve **Your** complaint as soon as possible.

Where **You** complaint relates to a **Policy** issued to a retail client, **You** complaint will be handled by the applicable underwriting agent or third-party administrator authorised by **Us** to handle and settle **Your** complaint. If English is not **Your** first language and **You** require assistance to make a complaint, please contact **Us** for assistance, where possible. If **You** have a speech or hearing impairment and need help to make or receive phone calls, **You** can contact the National Relay Service for assistance.

Step 2 – Internal Dispute Resolution

If **Your** complaint is not resolved to **Your** satisfaction, **You** can ask for **Your** complaint to be escalated for review by **Our** Internal Dispute Resolution (“IDR”) team. A member of **Our** IDR team will review **Your** complaint independently and provide **You** with **Our** final decision in writing within 30 calendar days from the date **You** first made **Your** complaint.

Please note that if **We** have resolved **Your** complaint to **Your** satisfaction within five business days of **Our** receipt of **Your** complaint, and **You** have not requested that **We** provide **You** with a written response, **We** are not required to provide a written response unless **Your** complaint relates to a declined claim, the value of a claim or financial hardship.

Step 3 - External Dispute Resolution

If **We** are unable to resolve **Your** complaint to **Your** satisfaction or **We** fail to do so within 30 calendar days of receiving **Your** complaint or **You** are not happy with **Our** final IDR decision, **You** can in certain circumstances take **Your** complaint to the Australian Financial Complaints Authority (“AFCA”). This is an independent external dispute resolution body and its service is free to **Our** customers. **We** have membership with AFCA and **You** must contact them within 2 years of receiving **Our** final decision otherwise they may not be able to handle **Your** complaint.

We agree to accept the AFCA decision. **You** have the right to take legal action if **You** don’t accept their decision.

You can contact AFCA by:

- phoning: 1800 931 678
- writing to: GPO Box 3, Melbourne Victoria 3001
- email: info@afca.org.au
- visiting: www.afca.org.au

AFCA is available to customers and third parties that fall within the Terms of Reference of AFCA.

Financial Claims Scheme

This **Policy** is a protected **Policy** under the Federal Government’s Financial Claims Scheme (“FCS”) which is administered by APRA.

The FCS only applies in the extremely unlikely **Event** of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer. It is also subject to eligibility criteria.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA. Further information about the scheme can be obtained from the APRA website at www.apra.gov.au or on the APRA hotline on 1300 558 849.

Tax Implications

The **Policy Wording** has provisions relating to Goods and Services Tax (“GST”).

In summary, if **You**:

- are registered for GST; and
- would be entitled to an input tax credit if **You** were to incur the cost to which a claim under this **Policy** relates,

We will reduce any amount **We** pay under any such claim by an amount equal to **Your** input tax credit entitlement. This tax information is a general statement only. Please consult **Your** tax adviser for information about **Your** specific circumstances.

Privacy Notice

Your privacy is important to **Us**. **We** are committed to comply with the Australian Privacy Principles under the Privacy Act 1988 (Cth).

Purpose of collection

Personal information is information about **You** as an identifiable individual and includes facts or an opinion about **You** which identifies **You** or by which **Your** identity can be reasonably determined. The collection of **Your** personal information is essential to enable **Us** to conduct **Our** business of offering and providing **You** with **Our** range of financial products and services.

We collect personal information for the purposes of conducting **Our** insurance business and to provide **You** and manage insurance products and services, including to:

- identify **You** when **You** do business with **Us**,
- establish **Your** requirements and provide the appropriate product or service,
- consider and process **Your** application,
- vary, cancel and renew **Your** insurance,
- deal with and/or process any claims under **Your Policy**, including settlement and to conduct necessary investigations,
- complete due diligence and background checks that are either required by law or regulation or have been put in place by **Us**,
- respond to **Your** queries and administer **Your Policy**, including correspondence with **You**,
- investigate fraud, misconduct or any unlawful act or omission in relation to **Your Policy**,
- enable **Us** to comply with **Our** legal obligations,
- for research and statistical purposes, including data analysis, improving **Our** financial products and services, and training and developing **Our** staff and representatives,
- for marketing (subject to applicable law) of other services provided by **Us**,
- any purpose directly related to the above.

Consequences if personal information is not provided

If **We** request personal information about **You** and **You** choose not to provide it, **We** may not be able to provide **You** with **Our** services, including reducing **Your** cover, or settling **Your** claim.

Disclosure

We use and disclose **Your** personal information for the purposes **We** collected it.

We may also use and disclose **Your** personal information for a secondary purpose related to the purpose for which **We** collected it, where **You** would reasonably expect **Us** to use or disclose **Your** personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with the purposes listed above, **We** may disclose Your personal information to and/or collect **Your** personal information from:

- other companies within **Our** corporate group,
- people who are involved in a claim or assist **Us** in investigating or processing claims, including third parties claiming under **Your Policy**, witnesses and medical practitioners,
- where required or authorised under **Our** relationship with **Our** joint venture companies,
- information technology providers and other third-party service providers,
- intermediaries including a representative acting on **Your** behalf, other Australian Financial Services Licensee or **Our** authorised representatives and **Our** agents,
- where **You** are an **Insured Person** and not the **Policyholder**, We will disclose to the **Policyholder**,
- government, law enforcement or statutory bodies,
- AFCA,
- other insurers, financial institutions, insurance and claims reference agencies, credit agencies, **Loss** assessors, financial or investigative service providers, and
- legal and other professional advisers.

Disclosure overseas

There are also instances where **We** may have to send **Your** personal information overseas or collect personal information from overseas. These instances include:

- when **We** are authorised or required by law to do so,
- sending **Your** personal information to companies in the AWAC corporate group or **Our** reinsurers,
- when **We** have outsourced a business activity or function to an overseas service provider with whom **We** have a contractual arrangement,
- when **You** have asked **Us** to do so, or
- certain electronic transactions when it is necessary in order to facilitate a transaction on **Your** behalf.

We will only send **Your** personal information overseas or collect personal information about **You** from overseas for the purposes in this statement and in compliance with the privacy regime.

The countries to which **We** may disclose **Your** information include Bermuda, the United States of America, the United Kingdom, Ireland, Singapore, Malaysia and Hong Kong.

Privacy policy

Our Australia Personal Data Privacy Statement contains information about how **You** can request access to any personal information that **We** hold about **You** and seek correction of any such information. It also contains information about how **You** can complain about **Our** handling of **Your** personal information, and **Our** complaint handling process.

A copy of the Australia Personal Data Privacy Statement is available on **Our** website at www.alliedworldinsurance.com/australia or can be obtained by contacting Us by telephone at +61 2 8015 2500.

Part 2: Policy Wording

Summary of benefits and risks

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

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

What does our policy cover?

Note that **You** only have cover for the **Benefits** listed below if specified in **Your Policy Schedule**.

Accidental Death & Permanent Disablement:	In the Event of Death or Permanent Disablement /disfigurement caused by an Accident , We will issue a lump sum payment to the Insured Person .
Temporary Disablement:	If an Insured Person is unable to fulfill their full or partial work duties as a result of Bodily Injury , We will provide compensation for the Insured Person's lost Income up to a specified amount and specified period of time.
Fractured Bones:	If an Insured Person suffers any of the specified fractures as a result of an Accident , We will issue a lump sum payment to the Insured Person .
Dental:	If an Insured Person suffers any of the specified dental injuries as a result of an Accident , We will issue a lump sum payment to the Insured Person .
Recovery & Assistance Benefits:	To aid an Insured Person towards rehabilitation and adjusting to life altering circumstances, We offer the following additional Benefits: • Accidental HIV Infection Benefit • Coma Benefit • Home and Vehicle Modification Benefit • Premature Birth/Miscarriage Benefit • Rehabilitation Benefit • Funeral Expenses Benefit • Family Funeral Expenses Benefit • Dependent Child Support • Education Fund Benefit • Trauma Benefit • Chauffeur Benefit • Independent Financial Advice Benefit • Orphan Benefit • Out of Pocket Expenses Benefit • Spouse or Partner Employment Training Benefit
Additional Coverage Enhancements:	Corporate Image Protection: In the Event of Accidental Death of an Insured Person that requires public relations assistance on the Policyholder's behalf, We will pay a specified lump sum towards such services.

	Disappearance: If an Insured Person disappears due to an Accident and is not found within twelve (12) months, We will consider this to be an Accidental Death. Escalation of Claim Benefit: If an Insured Person is in receipt of weekly Benefit payments for a period of twelve (12) months, We will pay the subsequent payments with an increased compound rate of five percent (5%) per annum up to a maximum of twelve (12) months. Advance Payment: If an Insured Person suffers Bodily Injury and is certified unfit for work for a period of at least twenty-six (26) consecutive weeks, We will pay eighteen weeks of the Insured Person's Income upfront at the time of first payment.
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What is not covered under our policy?

Please refer to the General Exclusions for a full list of **Policy** exclusions.

Sickness:	Any claims arising from Sickness
Pre-Existing Conditions:	Medical conditions that an Insured Person was treated for, sought advice for or had diagnosed prior to the start of the Insured Person's Effective Date of Individual Cover .
Gradual Disablement:	Temporary or Permanent Disablement due to Bodily Injury, which does not occur within twelve (12) months of the Accident occurring. If an Insured Person is on a waiting list for a surgery, We will pay for a Temporary Disablement claim that occurs within twenty-four (24) months of the Accident.
Waiting Period:	Lost Income due to Temporary Disablement that occurs during the Waiting Period
Maximum Age:	Insured Person's who exceed the Maximum Age covered under the Policy .
Piloting an Aircraft:	An Insured Person piloting an aircraft or aerial device, unless it is with Our consent.
Health Insurance or Medicare Benefits:	Any claim covered under Medicare or in contravention of Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth).

When can weekly benefits be reduced or payment ceased?

Lump sum benefits	No Benefit shall be payable for more than one (1) Event in respect of the same Bodily Injury , in which case the highest Benefit will be payable.
Beyond the maximum benefit period	Weekly Benefits will cease from the time We have paid an Insured Person up to the maximum Benefit Period in respect to any one (1) Bodily Injury .
Able to return to work in a reduced capacity	Weekly Benefits will be reduced to twenty-five percent (25%) if the Insured Person is able to return to work in a reduced capacity with the Policyholder but elects not to do so.

Fit to return to work	Weekly Benefits will cease once the Insured Person is deemed fit to return to work in their full capacity by a Doctor .
Death	Weekly Benefits and other ongoing Benefits will cease when the Insured Person dies.
Failure to follow medical advice, insufficient medical or income verification	Weekly Benefits may cease if the Insured Person fails to follow the advice of or undertake the recommended treatment by a Doctor for the current disability. Weekly Benefits will cease or will not be paid if the Insured Person or their treating Doctor does not provide Us with the information required to assess a claim.

General Definitions

For the PDS and Policy, the following important definitions apply. Any word or expression defined below has this meaning wherever it begins with a capital letter and is in bold type in this document.

Accident means a single physical **Event** that occurs by chance and is caused by sudden, external and identifiable means that could not have been expected by the **Insured Person**. An **Accident** must occur both during the **Insurance Period** and the **Insured Person's Operative Period of Cover**

Accidental Death means the death of an **Insured Person** as a result of a **Bodily Injury**.

Benefit(s) means any numbered **Event** or **Benefit** under this **Policy** to which an **Insured Person** of the **Policyholder** is entitled under this **Policy**.

Benefit Period means the maximum duration for which a weekly injury or weekly sickness **Benefit** payment may be paid to or for an **Insured Person**.

Bodily Injury means an identifiable physical injury which is not a **Pre-existing Condition**, resulting solely and directly from an **Accident** and which occurs independently of any **Sickness** or any other cause, where the **Bodily Injury** occurs during the **Insurance Period** and the **Insured Person's Operative Period of Cover**. It does not mean a **Sickness**.

Civil War means any armed opposition, insurrection, revolution, armed rebellion or sedition between two or more parties belonging to the same country or state where the opposing parties are of different ethnic, religious or idealistic groups.

Complete Fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

Country of Residence means the country of which the **Insured Person** is naturalised, a citizen or permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the **Insured Person** resident rights in such country).

Dependent Child/Children means an **Insured Person's** and/or their **Spouse/Partner's** unmarried **Dependent Children** (including step or legally adopted children) as long as they are under nineteen (19) years of age, or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent on the **Insured Person** for maintenance and support. It also means the **Insured Person's** and/or **Spouse/Partner's** unmarried children over nineteen (19) years of age who are physically or mentally incapable of living independently without aid or supervision by a **Doctor** (or suitably qualified agency).

Doctor means a person legally qualified and registered to practice medicine in Australia and who is a person other than the **Insured Person**, their relatives, business **Partners**, shareholders or **Employee(s)**. **Doctor** does not mean chiropractors, physiotherapists or alternative therapy providers.

Effective Date of Individual Cover means, for each **Insured Person**, the commencement of the **Insurance Period** stated in the **Policy Schedule** or the time they arrive for work on the first day of employment with the **Policyholder**, whichever is the later. Cover continues on a twenty-four (24) hour a day basis for as long as they are an **Employee** of the **Policyholder**, provided this insurance is still in force and the **Premiums** in respect to that **Insured Person** are being paid, until cover ceases as set out in the conditions of this **Policy**.

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

Event(s) means the **Event(s)** described in the relevant Table of **Events** in this document.

Finger(s), Thumb(s) or Toe(s) means the digits of a **Hand** or **Foot**.

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

Geographical Limit means the region specified on **Your Policy Schedule** excluding locations where sanction limitation(s) and exclusion(s) apply (see 'Sanctions Limitations and Exclusion Clause' in General Provisions).

Hairline Fracture means mere cracks in the bone.

Hand means the entire ow the wrist.

Income means

- (a) in the case of a salaried **Employee**, their weekly pre-tax **Income** excluding allowances, bonuses, commissions and overtime payments averaged over a period of twelve (12) months immediately prior to the date of **Temporary Partial** or **Total Disablement** or over the period of employment with the **Policyholder** if such period is shorter than twelve (12) months; or
- (b) in the case of an **Insured Person** who is self-employed, the gross weekly **Income** earned from personal exertion after the deduction of any expenses necessarily incurred in earning that **Income**, averaged over the period of twelve (12) months immediately prior to the date of **Temporary Partial** or **Total Disablement**, or over the period of self-employment in the current business, if such period is shorter than twelve (12) months.

Insurance Period means the period stated in the **Policy Schedule** for which the **Policyholder** is covered, or a shorter time if the **Policy** is cancelled or **We** agree that shorter time with the **Policyholder**.

In respect of an **Insured Person**, **Insurance Period** means the period from the **Effective Date of Individual Cover** to the end of the **Insurance Period** stated on the **Policy Schedule** or a shorter time if the **Policy** is cancelled or **We** agree with the **Policyholder** to change the period.

Insured Person means such person or persons as described in the **Policy Schedule**, who are nominated by the **Policyholder** for insurance under this **Policy** and with respect to whom **Premium** has been paid or agreed to be paid. An **Insured Person** is a person that is legally entitled to claim under the **Policy** by reason of the operation of Section 48 of the Insurance Contracts Act 1984 (Cth) and no other basis.

Journey means travel between an **Insured Persons Place of Residence** and their **Place of Employment** for the purpose of attending or returning from contracted working hours with the **Policyholder**, including any minor travel deviations or interruptions which in no way increase the probability of **Bodily Injury**, had the **Insured Person** travelled directly without deviation. Cover commences from the time the **Insured Person** leaves the boundary of their **Place of Residence** and travels directly to their **Place of Employment**. Cover ceases upon arrival at the **Place of Employment** and shall recommence for the return **Journey**.

Limb(s) means the entire **Limb** between the shoulder and wrist or between the hip and ankle.

Loss means in connection with:

- (a) a **Limb**, **Permanent** physical severance or **Permanent** total **Loss** of the use of the **Limb**;
- (b) an eye, total and **Permanent** **Loss** of all sight in the eye;
- (c) hearing, total and **Permanent** **Loss** of hearing; and which in each case is solely caused by an Injury.

Maximum Age means the **Maximum Age** applicable for **Insured Persons** as specified on **Your Policy Schedule**, but where not specified it shall be seventy (70) years.

Non-Scheduled Flight(s) means travel in an aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals.

Operative Period of Cover means the period of time during the **Insurance Period** that the cover under this **Policy** applies, as stated in the **Policy Schedule**.

Other Fracture means any fracture other than a **Complete Fracture**, **Hairline Fracture** or **Simple Fracture**.

Place of Employment means an **Insured Person's** normal **Place of Employment** or the first or last place of business activity as an **Employee** of the **Policyholder** on that day.

Place of Residence means an address which the **Insured Person** normally resides in.

Paraplegia means the **Permanent Loss** of use of both legs and the **Permanent Loss** of use of the whole of or part of the lower half of the body.

Passive War means a claim as the result of or contributed to by **War** or **Civil War** outside Australia and/or outside the **Insured Person's Country of Residence**, whilst the **Insured Person** is undertaking any travel outside Australia or their **Country of Residence** whether on business or holiday, or whilst the **Insured Person** is on secondment.

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

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

Policy means:

- (a) the **Policy Schedule**;
- (b) this PDS and **Policy Wording**;
- (c) any endorsement or other document which may vary or modify the above documents.

Policyholder means the named group entity or individual as specified on the **Policy Schedule**.

Policy Schedule means the relevant and current document labeled **Policy Schedule** issued to **You** or the **Policyholder** by **Us**. A new **Policy Schedule** is issued on each renewal.

Pre-Existing Condition means

any, **Bodily Injury**, disability or other condition, including any symptoms or side effects of these:

- a) of which the **Insured Person** is aware, or a reasonable person in the circumstance would be expected to have been aware;
- b) or for which the **Insured Person** has sought or received medical attention, undergone tests or taken prescribed medication prior to that **Insured Person's Effective Date of Individual Cover**, unless otherwise noted on the **Policy Schedule**.

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

Quadriplegia means the **Permanent Loss** of use of all four **Limbs**.

Sickness means any illness or disease suffered by the **Insured Person**.

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

Spouse/Partner means an **Insured Person's** husband or wife and includes a de-facto and/or life **Partner** of any sex with whom the **Insured Person** has continuously cohabited for a period of three (3) months or more.

Temporary Partial Disablement means that in the opinion of a **Doctor**, the **Insured Person** is temporarily unable to engage in a substantial part of their usual occupation whilst an **Insured Person** and under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

Temporary Total Disablement means that in the opinion of a **Doctor**, the **Insured Person** is temporarily unable to engage in any part of their usual occupation whilst an **Insured Person** and under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

Tooth/Teeth means a sound and natural **Permanent Tooth** but does not include first or milk Teeth, dentures or implants.

Waiting Period means a period of time immediately following an **Event** giving rise to a claim for which no **Benefits** are payable as specified in the **Policy Schedule**.

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

We/Our/Us means the Australian branch of Allied World Assurance Company, Ltd (ABN 54 163 304 907) ('Allied World').

You/Your means the **Policyholder** as specified on the **Policy Schedule**.

Policy Wording

Section 1 | Personal Accident

Accidental Death and Disablement

If an **Insured Person** suffers **Bodily Injury** that directly results in any of the below **Events** within twelve (12) months of the **Accident**, **We** will pay the corresponding percentage of **Benefit** shown in the table of **Events** below, provided a sum insured is displayed on the **Policy Schedule** for this **Benefit** and the **Accident** occurs during the **Insurance Period** and the **Operative Period of Cover**.

TABLE OF EVENTS

The Events	Percentage of Benefit
The following Event(s) must occur within twelve (12) months of the date of the Accident .	The amounts shown below are a percentage of the amount shown on the Policy Schedule for this Benefit .
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Permanent Paraplegia or Quadriplegia	100%
4. Permanent Loss of sight of one or both eyes	100%
5. Permanent Loss of use of one or more Limbs	100%
6. Permanent and incurable insanity	100%
7. Permanent Loss of the lens of: (a) both eyes (b) one eye	(a) 100% (b) 60%
8. Permanent Loss of the hearing of: (a) both ears (b) one ear	(a) 80% (b) 30%
9. Burns: (a) third degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body (b) second degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	(a) 50% (b) 25%
10. Permanent Loss of use of four Fingers and Thumb of either Hand	80%
11. Permanent Loss of use of four Fingers of either Hand	50%
12. Permanent Loss of use of the Thumb of either Hand : (a) both joints (b) one joint	(a) 40% (b) 20%
13. Permanent Loss of use of Fingers of either Hand : (a) three joints (b) two joints (c) one joint	(a) 15% (b) 10% (c) 5%

14. Permanent Loss of use of Toes of either Foot :	
(a) all - one Foot	(a) 15%
(b) great - both joints	(b) 5%
(c) great - one joint	(c) 3%
(d) other than great - each Toe	(d) 1%
15. Fractured leg or patella with established non-union	10%
16. Loss of at least fifty percent (50%) of all Teeth	1% to a maximum of \$10,000 in total
17. Shortening of leg by at least five centimetres (5 cm)	7.5%
18. Permanent Partial Disablement not otherwise provided for under Events 7 to 17 .	The applicable percentage of the amount displayed for Accidental Death and Disablement on the Policy Schedule will be determined at Our absolute discretion with intent to maintain consistency with the percentage of Benefit provided under Events 7 to 17 . The maximum percentage payable under Event 18 (Permanent Partial Disablement) is 75%.

Weekly Injury Benefit

If, an **Insured Person** suffers an **Accident** resulting in **Bodily Injury** during the **Insurance Period** and the **Operative Period of Cover**, which directly results in any of the below **Events** within twelve (12) months of the **Accident**, **We** will pay the corresponding **Benefit** shown in the table below, if a sum insured is displayed on the **Policy Schedule** for this **Benefit**.

The Events	Benefit Description
The following Event(s) must occur within 12 months of the date of the Accident .	
19. Temporary Total Disablement	Where an Insured Person suffers Temporary Total Disablement during the Insurance Period , We will pay up to the sum insured for the Benefit Period shown on the Policy Schedule , but not exceeding the percentage of Income shown on the Policy Schedule for that Insured Person(s) . This Benefit is not payable during the Waiting Period .
20. Temporary Partial Disablement	Where an Insured Person suffers Temporary Partial Disablement during the Insurance Period , We will pay up to the sum insured for the Benefit Period shown on the Policy Schedule , but not exceeding the percentage of Income shown on the Policy Schedule for that

	Insured Person(s). This Benefit is not payable during the Waiting Period. Should the Insured Person be able to return to work with the Policyholder in a reduced capacity, but elect not to do so, the weekly sum insured shall be reduced to 25% of the sum insured for Event 19.
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Fractured Bones

If, an **Insured Person** suffers an **Accident** resulting in **Bodily Injury** during the **Insurance Period** and the **Operative Period of Cover**, which directly results in any of the below **Events** within 12 months of the **Accident**, **We** will pay the corresponding **Benefit** shown in the table below, if a sum insured is displayed on the **Policy Schedule** for this **Benefit**.

The Events	Percentage of Benefit
The following Event(s) must occur within 12 months of the date of the Accident .	The amounts shown below are a percentage of the amount shown on the Policy Schedule for this Benefit .
21. Neck, skull or spine (Complete Fracture)	100%
22. Hip (any fracture)	75%
23. Jaw, pelvis, leg, ankle or knee (Complete Fracture)	50%
24. Cheekbone, shoulder (Complete Fracture) or neck, skull or spine (Simple Fracture, Hairline Fracture or Other Fracture)	30%
25. Arm, elbow, wrist or ribs (Complete Fracture)	25%
26. Jaw, pelvis, leg, ankle or knee (Simple Fracture, Hairline Fracture or Other Fracture)	20%
27. Nose or collar bone (any fracture)	20%
28. Arm, elbow, wrist or ribs (Simple Fracture, Hairline Fracture or Other Fracture)	10%
29. Finger, Thumb, Foot, Hand or Toe (any fracture)	7.5%

Bodily Injury Resulting in Loss or Damage to Teeth

If, an **Insured Person** suffers an **Accident** resulting in **Bodily Injury** during the **Insurance Period** and the **Operative Period of Cover**, which directly results in any of the below **Events** within 12 months of the **Accident**, **We** will pay the corresponding **Benefit** shown in the table below, if a sum insured is displayed on the **Policy Schedule** for this **Benefit**.

The Events The following Event(s) must occur within 12 months of the date of the Accident.	Percentage of Benefit The amounts shown below are a percentage of the amount shown on the Policy Schedule for this Benefit.
30. Loss of Teeth resulting in prosthetic replacement - per Tooth	100%
31. Damage to Teeth resulting in prosthetic replacement - per Tooth	50%

Section 2 | Recovery & Assistance Benefits

Accidental H.I.V. Infection Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection:

- as a direct result of **Bodily Injury** caused by a violent and physical bodily assault by another person;

We will pay the **Insured Person** up to the amount stated in the **Policy Schedule** – Accidental H.I.V. Infection **Benefit**, provided that:

- (a) any **Event** leading to or likely to lead to a positive diagnosis of H.I.V. is reported to **Us** and medical tests are carried out by a registered and legally qualified medical practitioner no more than one hundred and eighty (180) days from the date and time of the **Event** giving rise to the potential H.I.V. infection;
- (b) there is a positive diagnosis within one hundred and eighty (180) days of the **Event** giving rise to the H.I.V. infection; and
- (c) a recognised laboratory carries out medical and clinical tests that conclusively prove that the **Insured Person** was not H.I.V. positive prior to or at the time and date of the **Event** giving rise to the H.I.V. infection.

No **Benefit** will be payable if **You** or the **Insured Person** fail to comply with or to provide the required level of proof.

Coma Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** sustains a **Bodily Injury** which directly causes or results in the **Insured Person** being in a state of continuous unconsciousness and the **Insured Person** or their legal representative provide **Us** with a **Doctor's** certificate that verifies that the direct cause of the continuous unconsciousness was the **Bodily Injury**, **We** will pay the **Insured Person** or their legal representative the amount stated in the **Policy Schedule**.

Home and Vehicle Modification Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** sustains a **Bodily Injury** for which a **Benefit** is paid under Section 1 - Personal Accident - **Events 2 or 3**, **We** will pay up to the amount shown in the **Policy Schedule** for this **Benefit**, for costs necessarily incurred to modify the **Insured Person's** home and/or motor vehicle, or costs associated with relocating the **Insured Person** to a more suitable home, provided that medical evidence is presented from a **Doctor** certifying the modification and/or relocation is necessary.

Premature Birth/Miscarriage Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** sustains a **Bodily Injury** that results in premature childbirth (prior to twenty-six (26) weeks gestation) or miscarriage, **We** will pay the **Insured Person** the lump sum insured stated in the **Policy Schedule** for this **Benefit**.

Rehabilitation Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** sustains a **Bodily Injury** for which a **Benefit** is paid under Section 1 - Personal Accident - **Events 2, 19 or 20**, **We** will pay up to the amount stated in the **Policy Schedule** for this **Benefit** for the costs necessarily incurred for rehabilitation of the **Insured Person**, provided by a **Doctor** or medical specialist. Furthermore, rehabilitation includes special equipment and/or modifications to the **Insured Person's** usual workplace.

Tuition or Advice Expenses Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** sustains a **Bodily Injury** for which a **Benefit** is paid under Section 1 - Personal Accident - **Events 2, 19 or 20**, **We** will pay up to the amount shown in the **Policy Schedule** for this **Benefit** for costs necessarily incurred for tuition or advice for the **Insured Person** from a licensed vocational school, provided such tuition or advice is undertaken with **Our** prior written agreement and that medical evidence is provided by a **Doctor** certifying the tuition or advice is necessary.

Funeral Expenses Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** dies as a result of **Bodily Injury** covered under this **Policy**, **We** will reimburse the reasonable expenses incurred up to the sum insured stated in the **Policy Schedule**, for:

- the cost of the **Insured Person's** funeral, burial or cremation and associated expenses
- the cost of transporting the **Insured Person's** body or ashes:

provided that **We** are notified as soon as possible, and prior to the arrangement of any funeral services.

Dependent Child Support

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** suffers a **Bodily Injury** which results in an **Accidental Death**, **We** will pay to the **Insured Person's Spouse or Partner** or legal representative of the **Insured Person's** estate, the amount stated in the **Policy Schedule**, for each **Dependent Child** of the **Insured Person** subject to the maximum sum insured stated per family.

Education Fund Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** suffers an **Accidental Death**, **We** will pay for fees incurred on behalf of each surviving **Dependent Child**, up to the amount stated on the **Policy Schedule** for this **Benefit**, to that **Dependent Child's** school, TAFE or university subject to the maximum sum insured stated per family on the **Policy Schedule**.

Trauma Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is a victim of a criminal act such as murder, rape, sexual assault, violent robbery or a **Kidnapping**, **We** will pay the **Insured Person** (or their **Spouse or Partner** in the event of murder), up to the amount specified in the **Policy Schedule** for this **Benefit**.

Chauffeur Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** sustains a **Bodily Injury** for which a **Benefit** is paid under Section 1- Personal Accident - **Events 19 or 20**, provided that medical evidence is presented from a **Doctor** certifying that the **Insured Person** is unable to operate a motor vehicle or travel on other available modes of public transport, **We** will pay up to the sum insured in the **Policy Schedule**, for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the **Insured Person** directly to and from their normal **Place of Residence** and normal place of work.

Independent Financial Advice Benefit

Following payment of a **Benefit** amount under Section 1- Personal Accident - **Events 1 to 8**, **We** will reimburse the **Insured Person's Spouse or Partner** or estate up to the maximum sum insured in the **Policy Schedule**, for professional financial planning advice provided by a qualified financial planner within twelve (12) months after the date of the **Event**.

Orphan Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** and their **Spouse or Partner** suffer **Accidental Death** as a result of the same **Accident**, **We** will pay to the **Insured Person's** estate or the guardian of the **Dependent Children** a lump sum for each surviving **Dependent Child** subject to a maximum amount per family as shown in the **Policy Schedule** for this **Benefit**.

Out of Pocket Expenses Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** sustains a **Bodily Injury** which directly results in otherwise unforeseeable expenses for clothing, medical aids (not including electronic devices) and local transportation for the purpose of seeking medical treatment within twelve months of the **Bodily Injury**, **We** will pay the actual and reasonable costs incurred up to the maximum amount shown in the **Policy Schedule** for this **Benefit**, provided that those costs are not insured elsewhere under this **Policy**, or **We** are otherwise prohibited by law from making such payments (for example if a Medicare **Benefit** is payable).

Spouse or Partner Employment Training Benefit

If, during the **Insurance Period** and an **Insured Person's Effective Period of Cover**, the **Insured Person** sustains a **Bodily Injury** which results in an **Accidental Death** or **Permanent Total Disablement**, **We** will reimburse an **Insured Person's Spouse or Partner** up to the sum insured shown in the **Policy Schedule** for the actual costs incurred for training or retraining the **Insured Person's Spouse or Partner**:

- for the sole purpose of obtaining gainful employment;
- to improve their potential for employment; and/or
- to enable them to improve the quality of care they can provide to the **Insured Person**; Provided that:
 - o the **Spouse or Partner** has not attained the age of seventy (70) years of age at the commencement of the training; and
 - o the training is provided by a recognised institution with qualified skills to provide such training.

This **Benefit** is payable in addition to any other applicable **Benefit** amount payable under this **Policy** and only applies if the **Spouse or Partner** incurs employment training expenses within twenty-four (24) months following the date of the **Insured Person's Bodily Injury** resulting in an **Accidental Death** or **Permanent Total Disablement**.

Additional Coverage Enhancements

Corporate Image Protection

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** sustains a **Bodily Injury** which results in **Accidental Death** or **Permanent Total Disablement**, **We** will pay the **Policyholder** the actual and reasonable expenses necessarily incurred for the services of a public relations firm for the purpose of protecting the **Policyholder's** corporate image, up to the amount shown in the **Policy Schedule** for this **Benefit**.

Disappearance

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

Escalation of Claim Benefit

Subject to renewal of this **Policy** and payment of the **Premium**, after payment of a **Benefit** under Section 1 – Personal Accident - Events 19 or 20, continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a **Benefit** is paid, the **Benefit** will be increased by a compound rate of five percent (5%) per annum.

Advanced Payment

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** sustains a **Bodily Injury** for which **Benefits** are payable under Section 1 - Personal Accident - **Event 19**, provided that medical evidence is provided by a **Doctor** certifying that the total period of **Temporary Total Disablement** will be a minimum of twenty-six (26) continuous weeks, **We** will pay at the time of first payment, eighteen (18) weeks **Benefit in advance**.

General Conditions

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

1. If an **Insured Person** suffers a **Bodily Injury** resulting in any one of **Events 2 to 8.a.**, no further **Benefits** will be payable under Section 1 – Personal Accident–**Accidental Death & Disablement** for any subsequent **Bodily Injury** to that **Insured Person**.
2. **Benefits** shall not be payable for more than one of **Events 1 to 18** in respect of the same **Bodily Injury** in which case the highest **Benefit** amount will be paid.
3. Weekly **Benefits** shall not be payable:
 - (a) in excess of the maximum **Benefit Period**, as specified in the **Policy Schedule**, in respect to any one **Bodily Injury**;
 - (b) during the **Waiting Period**;
 - (c) beyond the date of the **Insured Person's** death;
 - (d) once the **Insured Person** is deemed fit to return to work by a **Doctor**;
 - (e) for more than one of **Events 19 and/or 20** that occur during the same period of time;
 - (f) if the **Insured Person** fails to provide Us with all requested relevant information and other evidence reasonably required to assess their claim; or
 - (g) during any period where the **Insured Person** fails to follow the advice of or undertake the recommended treatment by a **Doctor** for the current disability. Advice or treatment includes seeking specialist advice or undergoing rehabilitation such as but not limited to obesity, drug addiction or alcoholism treatment plans where the condition is related to or exacerbating the current disability.
4. **We** may require at any time during a period of disablement, that the **Insured Person** be examined by an independent medical officer of **Our** choosing and expense to obtain a second opinion. The costs associated with the examination will be met by **Us** however if the **Insured Person** fails to attend the examination for any unjustified reason, then they will be required to pay any costs incurred. If the second opinion is contrary to the opinion of the **Insured Person's Doctor**, **We** will obtain a third and independent **Doctor's** opinion which will be the opinion used for the purposes of assessing the claim. **We** may require at any time for the **Insured Person** to attend and complete a medical examination by this **Doctor**. Where the **Insured Person** fails to co-operate with **Our Doctor's** medical examination, **We** are entitled to conclude that no **Temporary Disablement** has occurred.
5. **You** or the **Insured Person** must provide **Us** with medical evidence provided by a **Doctor** regarding the **Insured Person's Temporary Disablement** and their ability to attend their usual occupation.
6. If an **Insured Person** suffers a recurrence of **Temporary Total Disablement** or **Temporary Partial Disablement** from the same or related cause or causes within six (6) months of their return to work, the subsequent period of disablement will be deemed a continuation of the prior disablement. A new **Waiting Period** will not apply and the total **Benefit Period** shall not exceed the maximum **Benefit Period**, as specified in the **Policy Schedule**, inclusive of the **Benefit** already received. If the **Insured Person** has worked on a full-time unrestricted basis for at least six (6) consecutive months, the subsequent period of disablement shall be deemed to have resulted

from a new **Bodily Injury**. A new **Waiting Period** and a new maximum **Benefit Period** as specified in the **Policy Schedule** shall apply.

Where a **Bodily Injury** requires surgical treatment which cannot be performed within the twelve (12) months from the date of the **Accident**, provided the **Insured Person** can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of **Accident** and a **Doctor** certifies this, **We** will treat this as a continuation of the first **Bodily Injury** regardless of whether the **Insured Person** has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty-four (24) months from the original date of the **Accident**.

7. If an **Insured Person** returns to work for more than five (5) days during the **Waiting Period** and suffers a reoccurrence of the **Bodily Injury** which led to the initial **Temporary Total Disablement**, then the **Waiting Period** shall recommence from the day that the **Insured Person** suffers **Temporary Total Disablement** after returning to work.
8. The amount of any **Benefit** payable for **Temporary Total Disablement** and **Temporary Partial Disablement** will be reduced by the amount of any periodic compensation **Benefits** payable under any workers' compensation or accident compensation scheme and the amount of any sick pay received or any disability entitlement so that the total amount of any such **Benefit** or entitlement and **Benefits** payable under the **Policy** shall not exceed the percentage of **Income** of the **Insured Person** shown in the **Policy Schedule** and/or the **Income** of the **Insured Person**.
9. If an **Insured Person** becomes unemployed whilst receiving **Benefit** payments under **Events** 19 and/or 20, and continues to suffer **Temporary Total** or **Partial Disablement**, **We** will pay out a maximum of six-weeks of **Income** or until the end of the **Benefit Period** (whichever occurs first) from the date the **Insured Person** becomes unemployed.
10. Subject to the **Advanced Payment Benefit** under Section 2 – Rehabilitation and Assistance **Benefits**, Weekly **Benefits** shall be payable fortnightly in arrears.

Compensation for a period of less than one week will be paid at the rate of one-seventh (1/7th) of the weekly **Benefit** for each day during which the disability continues.
11. All **Benefits** shall be payable to the **Policyholder** or the **Insured Person**, as nominated by the **Policyholder**.
12. With respect to Section 1 – Personal Accident - Accidental Death and Disablement, the **Benefit** payable in respect of **Insured Persons** under eighteen (18) years of age shall be limited to ten (10%) percent of the sum insured shown in the **Policy Schedule** under **Event** 1 – **Accidental Death** or \$50,000, whichever is the lesser. With respect to **Events** 2 to 19, the **Benefit** is limited to the lesser of the sum insured stated in the **Policy Schedule** or \$250,000.
13. Where an **Insured Person** is exposed to the elements as a result of an **Accident** and suffers from any of **Events** 1-18 under Section 1 – Personal Accident, as a direct result of that exposure within twelve (12) months of the **Accident**, the **Insured Person** will be deemed for the purposes of this **Policy** to have suffered a **Bodily Injury** on the date of the **Accident**.
14. Should a **Benefit** be payable under this **Policy** that is also payable under any other **Policy** issued by **Us**, the **Benefit** will only be payable under one (1) **Policy**, which shall be the **Policy** with the highest **Benefit** amount.

15. If an **Insured Person** makes a claim under the **Policy**, then such person will have the same obligations to Us as if they were the **Policyholder** and **We** will have the same rights against the **Insured Person** as We would have against the Policyholder.
16. **We** will not be deemed to provide cover nor be liable to pay any claim or provide any **Benefit** under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such **Benefit** would expose **Us** to any sanction, prohibition or restriction, including under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Australia, or the United States of America or any applicable jurisdiction.

General Conditions

No **Benefits** are payable under this **Policy** for any **Loss** or expense that has been directly or indirectly caused by or arising out of any of the following:

1. A **Pre-Existing Condition**.
2. **Bodily Injury** which is intentional, reckless, deliberate, self-inflicted or caused by an **Insured Person**, including suicide or attempted suicide, whether sane, insane or under any mental distress.
3. any fraudulent, dishonest, criminal or illegal act committed by the **Policyholder** or an **Insured Person** or any person the **Policyholder** or an **Insured Person** authorises to carry out such fraudulent, dishonest, illegal or criminal act.
4. **War, Civil War**, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power in Australia or an **Insured Person's Country of Residence**.
5. an **Insured Person** flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers.
6. Any loss which occurs when the **Insured Person** is older than the **Maximum Age**. This will not prejudice any entitlement to a **Benefit** payable for an **Event** which occurred before an **Insured Person** has attained the **Maximum Age**.
7. the use of and in any way caused or contributed to by nuclear weapons, nuclear reaction, nuclear radiation or radioactive contamination.
8. A loss covered in whole or in part by Medicare;
9. A loss covered by:
 - (a) Any workers compensation legislation;
 - (b) Any transport accident legislation;
 - (c) Any government sponsored fund, plan or medical benefit scheme, or
 - (d) Any other insurance policy required to be effected by or under lawbut only to the extent to which the loss, damage, liability, **Event** or **Bodily Injury** is in fact covered by one or more of these schemes. **We** will cover loss, damage or expense in excess of such other scheme or policy providing that the **Insured Person** or **Policyholder** has pursued the claim against that scheme or policy to final resolution, subject to the terms, conditions, exclusions and limits of this **Policy**.

This exclusion does not apply to a claim payable under Section 1 – Personal Accident – **Events** 1 to 18.
10. no **Benefits** are payable under this **Policy** if the payment of any **Benefit**:
 - (a) would be considered to be 'health insurance business' as defined in the Private Health Insurance Act 2007 (Cth) and its regulations, or
 - (b) would be illegal or unlawful under any law in any jurisdiction, including under the National Health Act 1953 (Cth) or the Health Insurance Act 1973 (Cth);

General Provisions

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

Policy Limit(s) of Liability

Our maximum liability for all claims arising under this **Policy** during the **Insurance Period** shall not exceed the amount shown on the **Policy Schedule** against **Policy** Limit of Liability.

In the **Event** that claims are made under the **Policy** which exceed the above **Policy** Limit of Liability, **We** shall reduce the payments made with respect to each **Insured Person** in accordance with the **Policy** Limit of Liability.

Our maximum liability for all claims arising under the **Policy** during any one (1) **Insurance Period** relating to any one occurrence shall not exceed the amount shown in the **Policy Schedule** against Limit of Liability Any One Occurrence.

Our maximum liability related to any one (1) **Event** giving rise to a claim under the **Policy** with respect to a **Non-Scheduled Flight**, shall not exceed the amount shown in the **Policy Schedule** against **Non-Scheduled Flight** Limit of Liability.

Our maximum liability related to any one (1) **Event** giving rise to a claim under the **Policy** with respect to **Passive War** shall not exceed the amount shown in the **Policy Schedule** against **Passive War** Limit of Liability Any One Event.

Alteration of Risk

The **Policyholder** must advise **Us** as soon as is reasonably practical of any alteration of the **Policyholder's** business activities which increase the risk of damage, **Bodily Injury**, liability or **Loss**.

Assistance and Co-operation

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

Cancellation

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

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

If the **Policy** is cancelled by either the **Policyholder** or **Us**, **We** will refund the **Premium** for the **Policy** less a pro-rata proportion of the **Premium** to cover the period for which insurance applied and less any nonrefundable government charges, taxes and levies.

However, **We** may not refund any **Premium** if **We** have paid a claim or **Benefit** to the **Policyholder** or an **Insured Person** under the **Policy**.

Instalment Policies

Where **We** have agreed that **You** may pay **Your Premium** by instalments there are special conditions that apply to **Your Policy**.

If **You** have not paid **Your Premium** instalment by the due date without justifiable cause, **We** may do the following:

- Cancel **Your Policy** if any **Premium** instalment is unpaid for one month or more;
- In the **Event** of a claim, not pay for any **Benefits You** may be entitled to if an instalment is more than 14 days overdue;
- If an instalment is less than 14 days overdue, deduct the overdue amount from any claim settlement;
- For claims, deduct all outstanding **Premium** instalments which are unpaid from the settlement amount.

You are responsible for any bank fees or charges imposed or associated with lack of sufficient funds in **Your** account.

If **You** are renewing **Your Policy** and **You** paid **Your** previous **Policy** by instalments, **We** will continue to deduct instalments for **Your** renewed **Policy**, unless **You** tell **Us** otherwise.

Claim Notification

The **Policyholder** must notify **Our** nominated claims handler as soon as reasonably possible but, in any event, no later than within thirty (30) days of an **Event** that is likely to give rise to a claim. A failure to furnish **Us** with notice within the time provided in the **Policy** will not invalidate any claim but the amount payable under **Your** contract may be reduced to the extent to which **We** have suffered any prejudice due to such failure.

Currency

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

Reasonable Care

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

Fraudulent Claims

If the **Insured** or any person covered under this **Policy** makes a claim or arranges for another party to make a claim that is in any way false, dishonest or fraudulent, then **We** may refuse to pay any such claim or treat the contract as though it never existed.

Other Insurance

In the **Event** of a claim, the **Insured** or **Insured Person** must advise **Us** as to any other insurance that covers the same risk which are insured by this **Policy**, or that they are entitled to claim under or have access to.

Subrogation

Save as to the circumstances set out in Sections 65(5) and (6) of the Insurance Contracts Act 1984, when **We** pay any amount under this **Policy**, **You** or **Your** legal representative agree that **We** shall be subrogated to all of **Your** or **Your** legal representative rights to recover against any person or entity and **You** or **Your** legal representative agree to execute and deliver any certificates, information and other documentation as **We** may reasonably require and do whatever else is reasonably necessary to enable **Us** to secure such rights.