Voluntary Workers Insurance

Product Disclosure Statement & Policy Wording
31 October 2022

Aon Risk Services Australia Limited
ABN 17 000 434 720 AFSL No. 241141

Contents

Product Disclosure Statement

Important Information

About this Voluntary Workers Insurance Product Disclosure Statement (PDS)

This PDS contains important information about this insurance to assist in the making of a decision in relation to it.

General advice

Any general advice that may be contained within this PDS or accompanying material does not take into account the Policyholder's individual objectives, financial situation or needs nor those for whom the Policyholder is effecting the Policy. Such matters should be considered in determining the appropriateness of this product. The Policyholder also needs to consider whether the limits, type and level of cover are appropriate.

Preparation Date

This PDS was prepared on 31 October 2022. Other documents may form part of Our PDS and if they do, We will tell the Policyholder in the relevant document.

How this Insurance is arranged

This product is jointly issued by:

Chubb Insurance Australia Limited (Chubb)
ABN 23 001 642 020 | AFSL No. 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000

and

AIG Australia Limited (AIG)
ABN 93 004 727 753 | AFSL No. 381686
Level 12, 717 Bourke Street
Docklands VIC 3008

and

Zurich Australian Insurance Limited (Zurich)
ABN 13 000 296 640 | AFSL No. 232507
118 Mount Street
North Sydney NSW 2060

Chubb, AIG and Zurich jointly prepare and each takes full responsibility for the Policy Wording and PDS.

Chubb is responsible for the administration, including underwriting assessment and handling of insurance claims, for this product.

This product is jointly issued on a co-insurance basis whereby each insurer provides cover under the same terms and conditions but with a limited share of liability. Chubb provides cover for 55% of the liability under the product, AIG provides cover for 30% share of liability and Zurich provides cover for the remaining 15% share of liability. Collectively these covers form the one product.

Cover is arranged and distributed by:

Aon Risk Services Australia Ltd (Aon)
ABN 17 000 434 720 | AFSL No. 241141
Level 33, 201 Kent Street
Sydney NSW 2000
Telephone: (02) 9253 7000

If required, Aon will provide the Policyholder with a Financial Services Guide (FSG) to help the Policyholder decide whether they wish to use the services they offer.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and Your rights under it is available at insurancecouncil.com.au/cop/ and on request. As a signatory to the Code, We are bound to comply with its terms. As part of Our obligations under Parts 9 and10 of the Code, Chubb has a Customers Experiencing Vulnerability & Family Violence Policy (Part 9) and a Financial Hardship Policy (Part 10). The Code is monitored and enforced by the Code Governance Committee.

Summary of Insurance

The following provides a summary of the main covers available under the Policy only. It does not form part of the Policy and cannot be relied on as a full description of the cover provided.

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

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

The Policy also defines certain terms used in this summary, either under General Definitions or as definitions specific to certain Sections.

Personal Accident

We will pay agreed lump sums or weekly benefits if a Covered Person suffers from an event included in the Table of Events as a result of a Bodily Injury whilst engaging in voluntary work on behalf of the Policyholder. A number of further benefits may be payable in respect of the event under the additional covers provided.

The cover provided under the Policy is subject to certain terms, conditions and exclusions (including limits and excesses). For example:

- Covered Persons are not covered in relation to events that occur before they become a Covered Person or after they cease to be a Covered Person;
- We only pay up to the agreed limits specified in the Policy;
- We will only cover Events which occur within 12 months of the Bodily Injury;
- With respect to Events 25, 26, 27 and 28 (weekly benefits), where the Event occurs during the Period of Insurance or Renewal Period; and
- We will not pay any benefits with respect to any loss, damage, liability, Event or Bodily Injury which would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act, 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts.

All of the above covers are subject to specific terms, conditions and exclusions (including limits and excesses) which are described under each section as well as under the following sections:

- General Conditions Applicable to the Policy
- General Exclusions Applicable to the Policy
- General Provisions Applicable to the Policy

This Policy has reduced cover for Covered Persons over the age of seventy-five (75) years. Refer to page 23 General Provisions Applicable to the Policy for details. Please read the full Policy wording to decide whether this cover is right for you.

The nature of a Covered Person's right to access cover under the policy

A Covered Person's access to this Policy is solely by reason of the statutory operation of Section 48 of the Insurance Contracts Act 1984 (Cth). Covered Persons are not contracting insureds (e.g. they cannot cancel or vary the Policy – only the Policyholder can do this) and do not enter into any agreement with Us.

We do not need to provide any notices in relation to this insurance to Covered Persons as they are not a contracting party to the Policy. We only send notices to the Policyholder which is the only entity We have contractual obligations to under the Policy. The Policyholder must ensure that a copy of this PDS is made available to each Covered Person.

Covered Persons are not obliged to accept any of the benefits of this insurance. If a Covered 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 Covered Persons as we would have against the Policyholder.

The insurance cover is subject to the terms, conditions, limitations and exclusions set out in this document.

Neither We nor the Policyholder hold anything on trust for, or for the benefit or on behalf of, Covered Persons under this insurance arrangement. The Policyholder:

(a) does not act on behalf of Us or a Covered Person in relation to the insurance;

(b) is not authorised to provide any financial product advice, recommendations or opinions about the insurance; and

(c) does not receive any remuneration or other benefits from Us.

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

A Covered Person's access to cover:

(a) begins from the time the relevant person meets the criteria specified in the Schedule for a Covered Person and becomes a Covered Person; and

(b) ends at the earliest of the following events:

  (i) when the relevant person no longer meets the criteria specified in the Schedule for a Covered Person; or

  (ii) at the end of the Period of Insurance; or

  (iii) when the Policy is cancelled by Us or the Policyholder (see page 23 Cancellation clause).

Refer to the General Definitions section for the definition of Period of Insurance and other capitalised terms.

Our agreement with the Policyholder (the Policy)

Where We enter into the Policy with the Policyholder, We do so on the terms and conditions and exclusions contained in this PDS, the Schedule We issue to the Policyholder confirming entry into the Policy confirming entry into the Policy, and any other document that We issue to the Policyholder that We advise will form part of the Policy (e.g. an endorsement and/or a Supplementary Product Disclosure Statement (SPDS).

The Schedule contains important information relevant to the insurance, including:

- the Period of Insurance;
- the Covered Persons who are entitled to access cover;
- the Premium payable by the Policyholder (see page 7, Premium section);
- the applicable benefits and limits; and
- variations to this PDS and other Policy terms, conditions and exclusions (if any).

We may also issue other documents (e.g. endorsements or SPDSs) from time to time and where reasonably necessary, which may vary this PDS, the Schedule and other Policy terms, conditions and exclusions.

All of the above make up the Policy that the Policyholder has with Us. They are all important documents and must be read together carefully and kept in a safe place for future reference.

Group Insurance Policy

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

Cooling Off and Cancellation Rights

The Policyholder has 21 days after entering into the Policy (including renewals) to decide whether or not to return it. If the Policyholder asks Us in writing within those 21 days to cancel the Policy, We will cancel the Policy, provided neither the Policyholder nor any Covered Person has exercised a right or power under the terms of the Policy in that period (e.g. a claim has been made or benefit paid). We will provide a full refund the Premium, less charges or taxes which We are unable to recover.

Even after the cooling off period ends, the Policyholder has cancellation rights (see page 23 Cancellation Clause).

Renewal procedure

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

Privacy Statement

In this Statement We, Our and Us means Chubb Insurance Australia Limited (Chubb).

You and Your refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our website.

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), as amended or replaced from time-to-time.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You. Sometimes, We may use Your Personal Information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including but not limited to when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You but sometimes via a third party such an insurance intermediary or Your employer (e.g., in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including:

- the Policyholder (where the insured person is not the Policyholder, i.e., group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia, online marketing agency, etc):
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law)
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies), or third parties with whom We (or the Chubb Group of Companies); and
- Third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact us, if you would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your decision to provide Your Personal Information

In dealing with Us, You agree to Us using and disclosing Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

Access to and correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if you would like:

- a copy of Our Privacy Policy, or
- to update or correct your personal information held by Chubb, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to your personal information held by Chubb, please complete this Personal Information Request Form and return it to:

Email	Privacy.AU@chubb.com
Fax	+ 61 2 9335 3467
Address	GPO Box 4907 Sydney NSW 2001

For matters relating to AIG contact The Privacy Manager, AIG, Level 12, 717 Bourke Street, Docklands VIC 3008 or email australia.privacy.manager@aig.com or for matters relating to Zurich contact The Privacy Officer, Zurich Australian Insurance Limited, PO Box 677, North Sydney, NSW, 2060 telephone 132 687 or email privacy.officer@zurich.com.au.

How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907
Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com

Complaints and Customer Resolution Service

We understand that You could be dissatisfied with Our organisation, Our products and services, or the complaints handling process itself. We take all Our customer's concerns seriously and have detailed below the complaints process that You can access.

Complaints and Customer Resolution Service

Contact Details

If You are dissatisfied with any aspect of Your relationship with Chubb including Our products or services and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (CCR Service) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

Process

Please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your complaint.

Our response

We will acknowledge receipt of Your complaint within one (1) business day of receiving it from You, or as soon as practicable. Following acknowledgement, within two (2) business days We will provide You with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with You regarding Your complaint.

We will investigate Your complaint and keep You informed of the progress of Our investigation at least every ten (10) business days and will make a decision in relation to Your complaint in writing within thirty (30) calendar days. If We are unable to make this decision within this timeframe, We will provide You with a reason for the delay and advise of Your right to take Your complaint to the Australian Financial Complaints Authority (AFCA) as detailed below, subject to its Rules. If Your complaint falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

To the extent allowable at law, if You request copies of the information We relied on to make a decision about Your complaint, We must provide it within ten (10) business days of Your request. Please see the General Insurance Code of Practice 2020 (codeofpractice.com.au) or contact Us for further details.

Please note that if We have resolved Your complaint to Your satisfaction by the end of the fifth (5th) business day after We have received it, and You have not requested that We provide You a response in writing, We are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

External Dispute Resolution

If You are dissatisfied with Our complaint determination, or We are unable to resolve Your complaint to Your satisfaction within thirty (30) days, You may refer Your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC). We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

P 1800 931 678 (free call)

F +61 3 9613 6399

E info@afca.org.au

W www.afca.org.au

Time limits may apply to complain to AFCA and so You should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to Your circumstances expires.

Premium

All cover is subject to the payment of Premium and the terms, conditions, exclusions and provisions of the Policy. When calculating the Premium for the Policy, We take a range of factors into account, including:

- the age, occupation and previous insurance history of persons to be covered; and
- the type and amount of cover provided.

The Premium varies depending on the information that We receive from the Policyholder about the risk to be covered by Us. Based on Our experience, We decide what factors (such as those noted above) increase Our risk and how they should impact the Premium.

The Premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges or taxes (e.g. stamp duty) in relation to the Policy. These amounts will be set out separately in the Schedule as part of the total Premium payable.

When the Policyholder applies for this insurance, the Policyholder will be advised of the total Premium amount, when it needs to be paid and how it can be paid.

We may change the Premium from the renewal date if We notify the Policyholder of the change in writing prior to that date. The Policyholder can then elect whether to renew the Policy with Us.

Non payment of Premium

If the Policyholder fails to pay the Premium on time, and the Premium remains unpaid for at least 90 days We may cancel the Policy in accordance with the relevant provisions of the Insurance Contracts Act.

Financial Claims Scheme and Compensation Arrangements

We are an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act 2001 (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

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

Updating this PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue the Policyholder with a new PDS or a Supplementary PDS or other compliant document to update the relevant.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue the Policyholder with notice of this information in other forms or keep an internal record of such changes. A paper copy of any updated information is available to the Policyholder and Covered Persons at no cost by contacting Us.

Duty of Disclosure

Your Duty of Disclosure

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.

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.

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 Contact Us

To ask Us any questions or request any further information regarding the Policy, We may be contacted on:

Chubb Insurance Australia Limited (Chubb)
ABN 23 001 642 020 | AFSL No. 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
Telephone: 1800 815 675
Facsimile: (02) 9335 3467

Policy Wording

General Definitions

The words in **bold** (and any derivatives of them) listed below have the following specific meanings when they appear in this **Policy:**

Accident means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the Covered Person. The word Accidental shall be construed accordingly.

Accidental Death means death occurring as a result of **Bodily Injury**.

Bodily Injury means a bodily injury resulting solely and directly from an **Accident** and which occurs independently of any illness or other cause, where the bodily injury and **Accident** occur:

(i) during the **Period of Insurance**; and

(ii) while the person is a **Covered Person**; and

(iii) during the **Scope of Cover**.

It does not mean:

(iv) a sickness or illness or disease; or

(v) any **Pre-Existing Condition** (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any **Bodily Injury**).

Civil War means any of the following, whether declared or not: armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country where the opposing parties are of different ethnic religious or idealistic groups.

Claimant means the Policyholder, a **Covered Person** or any other person entitled to claim under the **Policy**.

Close Relative means **Spouse/Partner**, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half brother, half sister, fiancé(e), niece, nephew, uncle, aunt, step-child, grandparent or grandchild.

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

Covered Person means a person who meets the criteria specified for a **Covered Person** in the **Schedule** and with respect to whom **Premium** has been paid or agreed to be paid by the **Policyholder**. They are a person that is legally entitled to claim under the **Policy** by reason of the operation of the *Insurance Contracts Act 1984 (Cth)* and on no other basis. A **Covered Person** is not a contracting insured under the **Policy** with **Us**. **Our** agreement is entered into with the **Policyholder**.

Doctor means a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

(i) the **Policyholder**;

(ii) the **Covered Person**;

(iii) a **Close Relative** of the **Covered Person**; or

(iv) an **Employee** of the Policyholder.

Employee means any person in the **Policyholder's** service including, but not limited to, directors (executive and non-executive), board members, consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **Policyholder's** behalf.

Endorsement means a written alteration to the terms of the **Policy**.

Event(s) means the event(s) described in the relevant Table of Events set out in this **Policy** which result from a **Bodily Injury** of the **Covered Person**.

Excess Period means the period of time following an event giving rise to a claim during and for which no benefits are payable as specified in the **Schedule**.

Fingers, Thumbs or Toes means the digits of a **Hand** or **Foot**.

Foot means the entire foot below the ankle.

Hairline Fracture means mere cracks in the bone

Hand means the entire hand below the wrist.

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

Loss means in connection with:

(i) a **Limb**, **Permanent** physical severance or **Permanent** total loss of the use of the **Limb**;

(ii) **Hands**, **Feet** and digits, **Permanent** physical severance or **Permanent** total loss of use of the **Hand**, **Foot**, **Finger**, **Thumb** or **Toe**;

(iii) an eye, total and **Permanent** loss of all sight in the eye;

(iv) hearing, total and **Permanent** loss of hearing;

(v) speech, total and **Permanent** loss of the ability to speak,

and which in each case is caused by **Bodily Injury**.

Non-Medicare Medical Expenses means expenses:

(i) incurred within twelve (12) months of sustaining a **Bodily Injury**; and

(ii) paid by a **Covered Person** or by the **Policyholder** for **Doctor**, physician, surgeon, nurse, physiotherapist, chiropractor, osteopath, hospital and/or ambulance services for the following treatments:

(a) Chiropractic;

(b) Hospital;

(c) Medical;

(d) Nursing;

(e) Osteopathic;

(f) Physiotherapy;

(g) Surgical; and

(h) X-ray

Non-Medicare Medical Expenses does not include dental treatment, unless such treatment is necessarily required, to teeth other than dentures and is caused by **Bodily Injury**.

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

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

Period of Insurance means the period shown on the current **Schedule** or such shorter time if the **Policy** is terminated and for which cover applies under the **Policy**.

Permanent means having lasted, or based on medical evidence will last, twelve (12) consecutive months from the date of the **Bodily Injury**, and at the expiry of that period, is in the opinion of a **Doctor** unlikely to materially improve.

Permanent Total Disablement means in the opinion of a **Doctor** the **Covered Person's** disability is **Permanent** and the **Covered Person** is entirely and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience**.**

Policy means this PDS, the current **Schedule** and any **Endorsement**.

Policyholder means the named individual or entity listed as the **Policyholder** in the **Schedule** with whom **We** enter into the **Policy**. They are the contracting insured.

Pre-Existing Condition means any physical or mental defect, condition, illness, or disease, whether diagnosed or not, for which:

(i) in the twelve (12) months prior to the person becoming a **Covered Person**, the **Covered Person:**

(a) had an emergency department visit, was hospitalised, or had a day surgery procedure;

(b) required prescription medication from a **Doctor**;

(c) had regular reviews or check-ups with a **Doctor**;

(d) underwent investigation and is awaiting diagnosis and/or test results,

and which defect, condition, illness or disease remains uncured and/or in respect of which there is a reasonable prospect of recurrence; or

(ii) in the three (3) months prior to the person becoming a **Covered Person**, the **Covered Person** is exhibiting symptoms which would cause a reasonable person to consider they might have an underlying condition and to seek the advice of a **Doctor**.

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

Professional Sport means any sport for which a **Covered Person** receives a fee, allowance, sponsorship, or monetary reward as a result of their participation, which in totality accounts for more than fifteen percent (15%) of their annual income from all sources.

Quadriplegia means the **Permanent** loss of use of both arms and both legs.

Salary means:

(i) in the case of a salaried **Employee**, their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the **Employee's** total remuneration package they will be included as part of the **Employee's** weekly pre-tax income; or

(ii) in the case of an **Employee** whose employment is remunerated by way of salary package or T.E.C. (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions (but excluding, bonuses, commissions, overtime payments), averaged over the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis they will be included as part of the **Employee's** weekly pre-tax income; or

(iii) in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been self-employed.

Schedule means the relevant Schedule issued by **Us** to the **Policyholder**.

Scope of Cover means the scope of cover shown in the **Schedule**.

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 a **Covered Person's** husband or wife and includes a de-facto and/or life partner with whom a Covered Person has continuously lived with for a period of three (3) months or more.

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

Temporary Total Disablement means the **Covered Person** is, in the opinion of a **Doctor**, temporarily unable to engage in their usual occupation or business duties, while the **Covered Person** is under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

Tooth or **Teeth** means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants, or dental fillings.

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us means Chubb Insurance Australia Limited (Chubb), AIG Australia Limited (AIG) and Zurich Australian Insurance Limited (Zurich), who are the insurers/issuers of the **Policy**.

Personal Accident Cover

Extent of Cover

Subject to the other terms, conditions and exclusions of the **Policy**:

Personal Accident

Where a **Covered Person** suffers from an **Event** described in Parts A, B, C or D of the following Table of Events that:

(i) is as a result of a B**odily Injury**; and

(ii) occurs within twelve (12) months of the date of a **Bodily Injury**,

We will pay the corresponding benefit for that **Event** set out in the Table of Events, provided an amount is shown in the **Schedule** for that **Event** against Parts A, B, C or D.

However, **We** will only pay the corresponding benefit for that **Event** set out in the Table of Events if the **Bodily Injury** occurs during the **Period of Insurance** and while the person is a **Covered Person** and engaging in voluntary work on behalf of the **Policyholder**.

Table of Events

Part A – Lump Sum Benefits

(i) Cover for an **Event** under this Part applies only if an amount for that **Event** is shown in the **Schedule** against Part A – Lump Sum Benefit.

(ii) If two or more of Events 1 to 19 occur in respect of the same **Bodily Injury**, **We** will only pay for one **Event** (the **Event** with the highest available compensation).

(iii) Where the Lump Sum Benefit is salary linked and the **Covered Person** is not in receipt of a **Salary**, the benefit amount will be 50% of the Lump Sum Benefit stated in the **Schedule** for the category applicable to such **Covered Person**.

THE EVENTS Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	**THE BENEFITS** The benefits shown below are a percentage of the amount shown in the Schedule against Part A – Lump Sum Benefits for each Covered Person.
1. **Accidental Death**	100%
2. **Permanent Total Disablement**	100%
3. **Paraplegia** or **Quadriplegia**	100%
4. **Loss** of sight of both eyes	100%
5. **Loss** of sight of one eye	100%
6. **Loss** of use of one or more **Limbs**	100%
7. **Loss** of:	
(a) four **Fingers** and **Thumb** of both **Hands**	100%
(b) one **Hand**	80%
(c) four **Fingers** and **Thumb** of either **Hand**	80%
(d) four **Fingers** of either **Hand**	50%
8. **Loss** of use of:	
(a) two **Feet**	50%
(b) one **Foot**	40%
9. **Permanent** and incurable insanity	100%
10. **Loss** of hearing in:	
(a) both ears	100%
(b) one ear	30%

THE EVENTS Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	THE BENEFITS The benefits shown below are a percentage of the amount shown in the Schedule against Part A – Lump Sum Benefits for each Covered Person.
11. **Permanent Loss** of the lens of:	60%
(a) both eyes	100%
(b) one eye	60%
12. Burns:	
(a) Third degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	50%
(b) Second degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	25%
13. **Permanent Loss** of use of one **Thumb** of either **Hand**:	
(a) both joints	30%
(b) one joint	15%
14. **Permanent Loss** of use of **Fingers** of either **Hand**:	
(a) three joints	15%
(b) two joints	10%
(c) one joint	5%
15. **Permanent Loss** of use of **Toes** of either **Foot**:	
(a) all – one **Foot**	15%
(b) great – both joints	5%
(c) great – one joint	3%
(d) other than great – each Toe	1%
16. Fractured leg or patella with established non-union	10%
17. Shortening of leg by at least five cm	7.5%
18. **Loss** of at least fifty percent (50%) of all sound and natural teeth, including capped or crowned teeth, but excluding first or milk teeth and dentures	3% of the lump sum benefit insured to a maximum of $10,000
19. **Permanent** partial disablement not otherwise provided for under Events 2 to 18 inclusive.	Such percentage of the Lump Sum Benefit insured which corresponds to the percentage reduction in whole bodily function as certified by the **Covered Person's** treating **Doctor** and a **Doctor** appointed by **Us**. If the **Doctor** chosen by **Us** forms a contrary opinion to that of the **Covered Person's** treating **Doctor**, **We** will seek the opinion of a third independent **Doctor,** who will be appointed by mutual agreement between the parties. In the event of a disagreement between all three (3) **Doctors**, the percentage reduction in whole bodily function will be the average of the three (3) opinions, subject to the maximum amount **We** will pay which is seventy-five percent (75%) of the Lump Sum Benefit insured.

Part B – Bodily Injury Benefits

Bodily Injury Resulting in Surgery

Cover for an **Event** under this Part applies only if:

(i) an amount is shown in the **Schedule** against Part B – Bodily Injury Resulting in Surgery – Benefits; and

(ii) the surgery is undertaken outside of Australia; and

(iii) the surgical procedure is carried out within twelve (12) months of the date of the **Bodily Injury**.

THE EVENTS Note: The following surgical procedures must be carried out within twelve (12) months of the date of the Bodily Injury.	**THE BENEFITS** The benefits shown below are a percentage of the amount shown in the Schedule against Part B – Bodily Injury Resulting in Surgery – Benefits.
20. Craniotomy	100%
21. Amputation of a Limb	50%
22. Fracture of a Limb requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general	5%

Weekly Benefits – Bodily Injury

Cover for an **Event** under this Part applies only if an amount is shown in the **Schedule** against Part B – Weekly Benefits – Bodily Injury.

THE EVENTS	**THE BENEFITS**
25. **Temporary Total Disablement**	From the date of **Temporary Total Disablement** and whilst the **Temporary Total Disablement** persists, up to the weekly benefit shown in the **Schedule** against Part B – Weekly Benefits – Bodily Injury, but not exceeding the percentage of **Salary** shown in the **Schedule** of the **Covered Person's Salary**.
26. **Temporary Partial Disablement**	From the date of **Temporary Partial Disablement** and whilst the **Temporary Partial Disablement** persists, up to the weekly benefit amount shown in the **Schedule** against Part B – Weekly Benefits – Bodily Injury less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the percentage of **Salary** shown in the **Schedule** of the **Covered Person's Salary**. Should the **Covered Person** be able to return to work in a reduced capacity, where the **Policyholder** has activities for the **Covered Person** to undertake, yet elect not to do so then the benefit payable shall be twenty-five percent (25%) of the **Covered Person's Salary**.

Part C – Fractured Bones – Lump Sum Benefits

(i) Cover for an **Event** under this Part applies only if an amount is shown in the **Schedule** against Part C – Fractured Bones – Lump Sum Benefits.

(ii) The maximum benefit payable for any one **Bodily Injury** resulting in fractured bones shall be the amount shown in the **Schedule** against Part C – Fractured Bones – Lump Sum Benefits.

(iii) In the case of an established non-union of any of the above fractures, notwithstanding the maximum benefit payable amount, **We** will pay an additional benefit of 5% of the amount shown in the **Schedule** against Part C – Fractured Bones – Lump Sum Benefits.

THE EVENTS	**THE BENEFITS** The benefits shown below are a percentage of the amount shown in the Schedule against Part C – Fractured Bones – Lump Sum Benefits
27. Neck, skull or spine (**Complete Fracture**)	100%
28. Hip	75%
29. Jaw, pelvis, leg, ankle or knee (**Complete Fracture** or **Other Fracture**)	50%
30.	
(a) Cheekbone, shoulder	30%
(b) Neck, skull or spine (**Simple Fracture**, **Other Fracture**, or **Hairline Fracture**)	30%
31. Arm, elbow, wrist or ribs (**Complete Fracture** or **Other Fracture**)	25%
32. Jaw, pelvis, leg, ankle or knee (**Simple Fracture** or **Hairline Fracture**)	20%
33. Nose or collar bone	20%
34. Arm, elbow, wrist or ribs (**Simple Fracture** or **Hairline Fracture**)	10%
35. **Finger**, **Thumb**, **Foot**, **Hand** or **Toe**	7.5%

Part D – Loss of Teeth or Dental Procedures – Lump Sum Benefits

(i) Cover for an **Event** under this Part applies only if an amount is shown in the **Schedule** against Part D – Loss of Teeth or Dental Procedures – Lump Sum Benefits.

(ii) The maximum benefit payable for any one **Bodily Injury** resulting in loss of **Teeth** or dental procedures will be the amount shown in the **Schedule** against Part D – Loss of Teeth or Dental Procedures – Lump Sum Benefits.

(iii) A limit per **Tooth** applies and will be the amount shown in the **Schedule** against Part D – Loss of Teeth or Dental Procedures – sub-limit.

THE EVENTS The following loss or procedure(s) (as the case may be) must occur within twelve (12) months of the date of the Bodily Injury	**THE BENEFITS** The benefits shown below are a percentage of the amount shown in the Schedule against Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.
36. **Loss** of teeth or full capping of teeth	100%
37. Partial capping of teeth	50%

Additional Cover

Bed Care

If during the **Period of Insurance** and whilst the person is a **Covered Person** and engaging in voluntary work on behalf of the **Policyholder**, the **Covered Person** sustains a **Bodily Injury** and a **Doctor** certifies that the **Covered Person** is required to be confined to bed (other than in a hospital or medical facility) for a period in excess of twenty-four (24) hours, **We** will pay the **Policyholder** or **Covered Person** the daily **Sum Insured** stated in the **Schedule** for up to the maximum number of days as stated in the **Schedule** against extensions – Bed Care.

If the bed confinement continues for a period of less than one (1) week, or for only part of any subsequent week, **We** will pay the Bed Care Benefit at the rate of one-seventh ($1/7^{th}$) of the weekly amount for each day during which bed confinement continues.

Chauffeur Services

If during the **Period of Insurance** and whilst the person is a **Covered Person** and engaging in voluntary work on behalf of the **Policyholder**, the **Covered Person** sustains a **Bodily Injury** and becomes entitled to payment of benefits under Events 25 or 26, **We** will pay for a chauffeur, taxi or commercial ride sharing service directly to and from:

(i) the **Covered Person's** usual place of work and their usual place of residence if the **Covered Person** recovers sufficiently to return to work but a **Doctor** certifies that they are unable to drive a vehicle or travel on public transport;

(ii) any medical appointment for the treatment of the **Temporary Total Disablement** or the **Temporary Partial Disablement**.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Additional Cover – Chauffeur Services.

Corporate Image Protection

If during the **Period of Insurance** and whilst the person is a **Covered Person** and engaging in voluntary work on behalf of the **Policyholder**, the **Covered Person** suffers a **Bodily Injury** and this is likely to result in a valid claim under the **Policy** with respect to Part A – Lump Sum Benefits Events 1–7(a), 8(a), 9, 10(a) or 11(a).

We will reimburse the **Policyholder** for costs (other than the **Policyholder's** own internal costs) incurred:

(i) to engage image consultants and public relations consultants; and

(ii) to release information through the media.

Costs must be incurred within fifteen (15) days of, and as a result of, such **Bodily Injury(ies)**, to protect and/or positively promote the **Policyholder's** business and image. The maximum amount **We** will pay with respect to any one **Event** or set of circumstances is the amount shown in the **Schedule** against Additional Cover – Corporate Image Protection.

Disappearance

If during the **Period of Insurance** and whilst the person is a **Covered Person** and engaging in voluntary work on behalf of the **Policyholder**, the **Covered Person** disappears in any manner whatsoever and the **Covered Person's** body has not been found within twelve (12) months after the date of their disappearance, the **Covered Person** will be deemed to have died as a result of a **Bodily Injury** at the time of their disappearance.

When the **Accidental Death** benefit in the Table of Events (Event 1) is payable because of a disappearance, **We** will only pay that benefit if the **Policyholder** or the legal representatives of the **Covered Person's** estate:

(i) report the disappearance to the local police and obtain a written report; and

(ii) if reasonably possible:

  (a) where the cause of the **Covered Persons** disappearance is unknown, provide a death certificate from the relevant authority, within twelve (12) months of the disappearance; or

  (b) where a death certificate cannot be obtained, provided evidence that the **Covered Person's** disappearance was reported to the police, or coroner, or other relevant authority; and

(iii) give **Us** a signed undertaking that the benefit will be repaid to **Us** if, after **Our** payment, it is found that the **Covered Person** did not die or did not die as a result of a **Bodily Injury**.

Emergency Home Help

If during the **Period of Insurance** and whilst the person is a **Covered Person** and engaging in voluntary work on behalf of the **Policyholder**, a **Covered Person** becomes entitled to payment of a benefit under any of Events 25 or 26, and a **Doctor** certifies that the **Covered Person** is unable to carry out **Domestic Duties**, **We** will pay for the cost of reasonably incurred **Domestic Duties** expenses as a result of that **Bodily Injury**. The domestic help may not be performed by a person who is a **Close Relative** of the **Covered Person**.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Additional Cover – Emergency Home Help.

Escalation of Claim Benefit

After paying a benefit under Events 25 and/or 26 continuously for months and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by five percent (5%) per annum.

Exposure

If during the **Period of Insurance** and whilst the person is a **Covered Person** and engaging in voluntary work on behalf of the **Policyholder**, the **Covered Person** is exposed to the elements as a result of an **Accident** and, within twelve (12) months of the **Accident**, the **Covered Person** suffers from any of the **Events** as a direct result of that exposure, the **Covered Person** will be deemed for the purpose of the **Policy** to have suffered a **Bodily Injury** on the date of the **Accident**.

Funeral Expenses

If during the **Period of Insurance** and whilst the person is a **Covered Person** and engaging in voluntary work on behalf of the **Policyholder**, the **Covered Person** suffers an **Accidental Death**, **We** will pay the expenses of burial or cremation and/or the cost of returning the **Covered Person's** body or ashes to a place nominated by the legal representative of the **Covered Person's** estate. The maximum amount **We** will pay is the amount shown in the **Schedule** against Additional Cover – Funeral Expenses.

Guaranteed Payment

If a **Covered Person** becomes entitled to a payment of a benefit under Event 25, **We** will immediately pay twelve (12) weeks benefits provided that the **Policyholder** or a **Covered Person** gives **Us** proper medical evidence from a **Doctor** certifying that the total period of **Temporary Total Disablement** is likely to be a minimum of twenty-six (26) weeks.

Home/Car Modification Expenses

If during the **Period of Insurance** and whilst the person is a **Covered Person** and engaging in voluntary work on behalf of the **Policyholder**, the **Covered Person** becomes entitled to payment of a benefit under Part A, Events 2-9(a), **We** will reimburse the **Policyholder** or the **Covered Person** for reasonable costs incurred to:

(i) modify the **Covered Person's** vehicle;

(ii) modify the **Covered Person's** home or relocate the **Covered Person** to a more suitable residence; and

(iii) with the agreement of the **Covered Person's** employer**,** modify the **Covered Person's** workplace,

provided that evidence is presented from a **Doctor** that the modification and/or relocation is medically necessary, or is likely to be substantially beneficial in managing the **Covered Person's** condition or enabling greater independence in their daily life.

The maximum amount **We** will pay with respect to any one **Bodily Injury** is the amount shown in the **Schedule** against Additional Cover – Home/Car Modification Expenses.

Non-Medicare Medical Expenses

Extent Of Cover

If during the **Period of Insurance** and whilst the person is a **Covered Person** and engaging in voluntary work on behalf of the **Policyholder** the **Covered Person** suffers from a **Bodily Injury**, **We** will pay the **Non-Medicare Medical Expenses** incurred by the **Policyholder** or the **Covered Person**. The maximum amount **We** will pay is the amount shown in the **Schedule** against Additional Cover – Non-Medicare Medical Expenses.

Conditions Applying to Non-Medicare Medical Expenses

(i) the **Non-Medicare Medical Expenses** must be incurred within twelve (12) months of sustaining the **Bodily Injury**.

(ii) The benefit payable shall be reduced by any recovery made from any private health insurance fund with respect to the expense.

(iii) **We** will not pay the Medicare gap, being the difference between payment made by Medicare and the Medicare Benefits **Schedule** fee for the expense.

Student Tutorial Costs

Extent Of Cover

If during the **Period of Insurance** and whilst the person is a **Covered Person** and engaging in voluntary work on behalf of the **Policyholder**, the **Covered Person** who is a student suffers from a **Bodily Injury** and becomes entitled to payment of a benefit under any of Events 25 or 26 described in Part B of the Table of Events and is unable to attend registered classes, **We** will pay the cost of reasonably incurred home tutorial services as a result of that **Bodily Injury**. The maximum amount **We** will pay is the amount shown in the **Schedule** against Additional Cover – Student Tutorial Costs.

Conditions Applying to Student Tutorial Costs

1. The **Covered Person** must be registered as a full time or part-time student.
2. Home tutorial services must be carried out by persons other than the **Covered Person's Close Relatives** or persons permanently living with the **Covered Person**.

Tuition or Advice Expenses

If during the **Period of Insurance** and whilst the person is a **Covered Person** and engaging in voluntary work on behalf of the **Policyholder**, the **Covered Person** sustains a **Bodily Injury** for which benefits are payable under Events 25 and/or 26, **We** will reimburse expenses incurred by the **Policyholder** or a **Covered Person** for tuition or advice given to the **Covered Person** by a licensed vocational school provided such tuition or advice is undertaken with **Our** prior written agreement and the agreement of the **Covered Person's Doctor**.

Reimbursement under this provision will be limited to the actual costs incurred by the **Policyholder** or the **Covered Person** up to the maximum amount per month and for the maximum number of months shown in the **Schedule** against Additional Cover – Tuition or Advice Expenses.

General Conditions Applicable to the Policy

These general conditions apply to all covers and the **Policy** unless they are expressly stated not to apply in relation to the cover or the **Policy**.

1. If a **Covered Person** suffers a **Bodily Injury** resulting in any one of Events 2–9(a), **We** will not be liable under the **Policy** for any subsequent **Bodily Injury** to that **Covered Person** during the **Period of Insurance**.

2. If two (2) or more of Events 1 to 19 occur in respect of the same **Bodily Injury**, **We** will only pay for one **Event** (the **Event** with the highest available compensation).

3. **We** will not pay benefits:

   (i) for Events 25 and 26 in excess of a total aggregate period of one hundred and fifty-six (156) weeks in respect of any one **Bodily Injury**, unless otherwise stated in the **Schedule**;

   (ii) for Events 25 and 26:

      (a) during the **Excess Period** stated in the **Schedule** against Part B – Weekly Benefits – Bodily Injury, calculated from the commencement of the **Bodily Injury**; and

      (b) after that **Excess Period**, in an amount which exceeds the applicable percentage as provided in the **Schedule** against Part B – Weekly Benefits – Bodily Injury of the lesser of:

         (1) the maximum **Salary** stated in the **Schedule**; or

         (2) the **Covered Person's Salary**.

      For example, if:

         (A) the applicable percentage is 75%; and

         (B) the maximum **Salary** stated in the **Schedule** is $2,000 x 156 weeks against Part B – Weekly Benefits – Bodily Injury; and

         (C) a **Covered Person's Salary** is $1,500,

      then that **Covered Person's** maximum benefit will be limited to 75% of $1,500 x 156 weeks = $175,500;

   (iii) for more than one of Events 25 and/or 26 that occur for the same period of time; and

   (iv) for more than one of the surgical benefits described in Events 20 to 24, in respect of any one **Bodily Injury**.

4. The amount of any benefit payable for **Temporary Total Disablement** and **Temporary Partial Disablement** will be reduced by the amount of any:

   (i) periodic compensation benefits payable under any disability insurance, workers' compensation or transport accident compensation scheme or other government entitlement; and

   (ii) sick pay received or, at the direction of the **Policyholder** any sick leave entitlement, or any disability entitlement,

   so that the total amount of any such benefit or entitlement together with any benefits payable under the **Policy** does not exceed the applicable percentage of the lesser of:

   (iii) the maximum **Salary** stated in the **Schedule**; or

   (iv) the **Covered Person's Salary**. For example, if:

      (A) the applicable percentage is 75%; and

      (B) the maximum **Salary** stated in the **Schedule** is $2,000 x 156 weeks against Part B – Weekly Benefits – **Bodily Injury**; and

      (C) a **Covered Person's Salary** is $1,500; and

      (D) the **Covered Person** is entitled to benefits of (say) $500 per week under a compensation scheme described in 4(i) above,

      then that **Covered Person's** maximum benefit will be limited to 75% of $1,500 = $1,125 less $500 = $625 x 156 weeks = $97,500. (Note: this example assumes that the weekly compensation benefit of $500 continues concurrently with payments under this **Policy** for 156 weeks.)

5. Where, in relation to benefits payable for Events 2, 25 and/or 26, We do not agree with the opinion given by the **Doctor** (the initial **Doctor**), **We** have the right (at **Our** own expense) to have the relevant **Covered Person** examined by a **Doctor** of **Our** choice. If the **Doctor** chosen by **Us** forms a contrary opinion to that of the initial **Doctor**, **We** will obtain the opinion of an independent **Doctor** who is to be mutually agreed by the parties. The parties will be bound by the opinion of the third, independent **Doctor**.
6. If as a result of **Bodily Injury**, benefits become payable under Part B of the Table of Events and while the **Policy** is in force, the **Covered Person** suffers a recurrence of **Temporary Total Disablement** or **Temporary Partial Disablement** from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the **Covered Person** has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new **Bodily Injury** and a new **Excess Period** will apply.

   Where a **Bodily Injury** requires surgical treatment which cannot be performed within twelve (12) months from the date of **Bodily Injury**, provided a **Doctor** certifies that such treatment was known as necessary during that twelve (12) month period, **We** will treat this twelve (12) month period as a continuation of the first **Bodily Injury** regardless of whether the **Covered 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 **Bodily Injury**.
7. Subject to the guaranteed payments referred to in the paragraph entitled Guaranteed Payment under Additional Cover, **We** will pay weekly benefits for Events 25 and 26 monthly in arrears. **We** will pay benefits for a disability which is suffered for a period of less than one week at the rate of one-fifth of the weekly benefit for each day during which disability continues.
8. All benefits which **We** pay under the **Policy** will be paid to the **Policyholder** or such person or persons and in such proportions as the **Policyholder** nominates, unless otherwise specified in the **Policy**.
9. If the **Covered Person** is entitled to a benefit under Events 25 and/or 26 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 25 and 26 will cease from the date of such entitlement.

General Exclusions Applicable to the Policy

These general exclusions apply to all covers and the **Policy** unless they are expressly stated not to apply in relation to the cover or the **Policy**.

We will not pay benefits with respect to any loss, damage, liability, **Event** or **Bodily Injury** which:

1. results from a **Covered Person** engaging in or taking part in:

   (i) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers or which the **Covered Person** believes on reasonable grounds is licensed to carry passengers; or

   (ii) training for or participating in **Professional Sport** of any kind;

2. results from any intentional self-injury, suicide or any illegal or criminal act committed by the **Policyholder** or a **Covered Person** provided that this General Exclusion does not apply to the **Policyholder** or any **Covered Person** who is not the perpetrator of such act, or who did not know or condone any such act;

3. results from **War**, invasion or **Civil War** in a **Covered Person's** country of residence, provided that this General Exclusion will not apply where **Bodily Injury** is sustained as a result of hijacking, riot, strike, or civil commotion;

4. results from any **Pre-Existing Condition**;

5. are covered by Medicare in whole or in part;

6. would result in Our contravening the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth) ,* the *Private Health Insurance (Health Insurance Business) Rules* as updated from time to time or the *National Health Act 1953 (Cth)* or any amendment to, or consolidation or re-enactment of, those Acts; or

7. subject to sub-paragraph (iii) of the Age Bracket Limitation General Provision, occurs when the **Covered Person** is eighty-five (85) years of age or over. All cover with respect to a **Covered Person** shall cease upon their attaining eighty-five (85) years of age. This will not prejudice any entitlement to claim benefits which has arisen before a **Covered Person** attained the age of eighty-five (85) years.

Sanctions

We will not pay benefits with respect to any loss, damage, liability, Event, **Bodily Injury** to the extent that trade or economic sanctions or other laws or regulations prohibit **Us** from providing insurance, including but not limited to, the payment of claims.

One (1) or more of **Us** are a subsidiary of a US company and a NYSE listed company. Consequently, one (1) or more of **Us** are subject to certain US laws and regulations (in addition to EU, UN and national sanctions restrictions) which may prohibit **Us** from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

General Provisions Applicable to the Policy

These general provisions apply to all covers and the **Policy** unless they are expressly stated not to apply in relation to the cover or the **Policy**.

Age Bracket Limitation

Notwithstanding anything contained in the **Policy** to the contrary, if a **Covered Person** is aged over seventy-five (75) and up to eighty-five (85) years of age, cover under the **Policy** is amended as follows:

(i) Part A, Events 1–19 is reduced to a maximum amount of $25,000;

(ii) cover under Emergency Home Help is reduced to a maximum of $250 per week, for a maximum benefit period of twenty-six (26) weeks; an **Excess Period** of seven (7) days applies to Emergency Home Help; and

(iii) unless otherwise agreed with **Us**, there is no cover under Section B – Weekly Benefits – Bodily Injury. This will not prejudice any entitlement to claim benefits which has arisen on or before a **Covered Person** attained the age of seventy-five (75) years.

Aggregate Limit of Liability

(i) Except as stated below, **Our** total liability for all claims arising under the **Policy** during any one **Period of Insurance** will not exceed the amount shown in the **Schedule** against Aggregate Limit of Liability (A) any one Period of Insurance;

(ii) **Our** total liability for all claims arising under the **Policy** during any one **Period of Insurance** relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals (i.e. non-scheduled), will not exceed the amount shown in the **Schedule** against Aggregate Limit of Liability (B) Non-scheduled aircraft; and

(iii) **We** will not make payment that exceeds the amount of the Aggregate Limit of Liability.

Assistance and Co-operation

The **Policyholder** and a **Covered Person** will be required to co-operate with **Us** and, upon **Our** reasonable request, assist in making settlements, in the conduct of proceedings 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** and a **Covered Person** (where relevant) should make every practicable effort to attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Policyholder** or **Covered Persons** should not, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of **Accident**, as doing to may prejudice **Our** rights and reduce the cover available under the **Policy**.

Breach of Conditions

If the **Policyholder** or a **Covered Person** is in breach of any of the conditions or provisions of the **Policy** (including a claims condition), **We** may decline to pay a claim to the **Policyholder** or to the **Covered Person** who is in breach, if the claim is substantially related to the breach, and to the extent permitted by law.

Cancellation

The **Policyholder** has twenty-one (21) days after entering into the **Policy** (including renewals) to decide whether or not to keep the **Policy**. If the **Policyholder** contacts **Us** by phone, email or mail within those twenty-one (21) days and asks **Us** to cancel the **Policy, We** will do so, provided neither the **Policyholder** nor any **Covered Person** has exercised a right or power under the terms of the **Policy** in that period (e.g. a claim has been made or a benefit paid). **We** will refund the full **Premium**, less charges or taxes which **We** are unable to recover.

After that, the **Policyholder** may cancel the **Policy** at any time by notifying **Us** in writing or by phone. The cancellation will take effect at 4.01pm Australian Eastern Standard Time on the date **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) by issuing a notice thirty (30) days in advance in writing in accordance with Section 59 of the Insurance Contracts Act 1984 (Cth).

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. However, **We** will not refund any **Premium** if **We** have paid a benefit under the **Policy**.

Change of Business Activities

The **Policyholder** must inform **Us** as soon as is reasonably practicable of any alteration in the **Policyholder's** business activities which increases the risk of a claim being made under the **Policy**. Changes to be advised include, but are not limited to, an increase in the amount of **Covered Persons** by 10% or more; a change in a **Covered Person's** activities from office-based to field-based; or diversification of the **Policyholder's** service offering. If **We** choose to accept this change, **We** will do so in writing, and the **Policyholder** may be required to pay **Us** a pro-rata additional premium from the date of such material alteration in risk. The policy may be cancelled if there is a change and **We** and the **Policyholder** cannot reach an agreement on altered terms and conditions or premium; or if **We** are no longer prepared to insure the **Policyholder** because there has been a material change to the risk.

Claim Offset

Except for Part A – Lump Sum Benefit the **Policy** does not cover any loss, damage, liability, **Event** or **Bodily Injury** which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. **We** will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and the amount which the **Policyholder** or the **Covered Person** would be otherwise entitled to recover under the **Policy**, where permissible by law.

Contra Proferentem Clause

We acknowledge and agree that in any dispute with the **Policyholder** or any **Covered Person**, any ambiguity in the **Policy** will not be construed against the **Policyholder** or the **Covered Person** on the grounds that Aon Risk Services Australia Limited or Aon Product Design & Development Pty Limited developed the **Policy**.

Currency

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

Due Diligence

The **Policyholder** and any **Covered Person** will exercise due diligence and undertake reasonable steps to avoid or reduce any loss under the **Policy**, including but not limited to, complying with workplace health and safety laws and avoiding high risk occupational exposures that a **Covered Persons** is not qualified to undertake.

Headings

Headings have been included for ease of reference and it is understood and agreed that the terms, conditions, exclusions and provisions of the **Policy** are not to be construed or interpreted by reference to such headings.

Notice of Claim

The **Claimant** is required to give **Us** written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence.

The **Claimant** must at their expense give **Us** such certificates, information and other documentation as **We** may reasonably for the purpose of settling a claim. Any delay in providing **Us** with notice of such events may prejudice **Our** rights and reduce the cover available under the **Policy We** may at **Our** own expense have any **Claimant** who is the subject of a claim under the **Policy**, medically examined from time to time (so long as the frequency of the examination is not unreasonable).

Other Insurance

In the event of a claim, the **Policyholder** or a **Covered Person** is required to advise **Us** as to any other insurance they are entitled to claim under or have access to that covers the same risk.

Proper Law

Any dispute arising under the **Policy** or concerning its formation will be governed by the laws of the appropriate state of the Commonwealth of Australia. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the said state and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder will be determined in accordance with the law and the practice of such court.

Singular/Plural

If it is consistent with the context of any clause in this **Policy**, the singular includes the plural and vice versa.

Subrogation

If **We** pay an amount under the **Policy**, **We** will be subrogated to all of the **Claimant's** rights and to recover that amount against any person or entity other than another **Policyholder**, **Covered Person** or other persons protected by the **Policy** and the **Claimant** will be required to execute and deliver any instruments and papers and do whatever else is necessary to enable **Us** to secure such rights, provided it is within the **Claimant's** power to provide. After any loss, a **Claimant** should not knowingly take any action which will prejudice **Our** rights to subrogation.

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Aon is a leading provider of risk management services, insurance and reinsurance broking, and employee benefit and risk solutions. Aon professionals meet the diverse and varied needs of our clients through our industry knowledge, technical expertise and global resources.

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