

**Oxford Insurance Brokers Limited**

**Personal Accident & Sickness  
Insurance Policy 2011**

**IMPORTANT NOTICES****Insured's Duty of Disclosure**

The Insured Person has a duty to disclose to the Underwriters, before the contract of insurance is entered into, every matter that is known to the Insured Person, being a matter that:

- (a) the Insured Person knows to be a matter relevant to the decision of the Underwriters whether to accept the risk and if so, on what terms; or
- (b) a reasonable person in the circumstances could be expected to know to be a matter so relevant.

This duty of disclosure also applies to any renewal, extension, variation or reinstatement of the Policy.

The Underwriters are entitled to refuse to cover the additional exposure or charge a reasonable additional premium or, if the nature of the change in circumstances entails a substantially different risk, whether in type or degree, from that previously envisaged, to avoid the contract.

If the person or entity who became the Insured Person under the Policy upon the contract being entered into:

- (c) failed to comply with the duty of disclosure; or
- (d) made a misrepresentation to the Underwriters before the contract was entered into;  
  
(but not where the Underwriters would have entered into the contract, for the same premium and on the same terms and conditions, even if the insured had not failed to comply with the duty of disclosure or had not made the misrepresentation before the contract was entered into) then;
- (e) if the failure was fraudulent or the misrepresentation was made fraudulently, the Underwriters may avoid the contract;
- (f) if the Underwriters are not entitled to avoid the contract or, being entitled to avoid the contract have not done so, the liability of the Underwriters in respect of a claim is reduced to the amount that would place the Underwriters in a position in which the Underwriters would have been if the failure had not occurred or the misrepresentation had not been made.

The Insured Person shall throughout the Period of Insurance give notice as soon as reasonably practicable of any material change in any fact, activity or circumstance as described in the Proposal. In the event of Underwriters being at any time entitled to void the Policy by reason of the Insured failing to give notice in accordance with this Condition, the Underwriters may at their election, instead of voiding the Policy, give notice in writing to the Insured that there shall be excluded from the indemnity any claim which has arisen or may arise which is related to such facts, activities or circumstances.

**Waived Recourse Rights**

Please note that the Policy excludes any claim or claims where and to the extent the Underwriters have or would have rights of recourse in respect of such claim but the Insured has granted without Underwriters' prior consent a waiver of such recourse rights to others whether by express term or by reason of an assumption of liability under contract.

**Australia Terrorism Insurance Act 2003 Notice**

The Underwriters have treated this Insurance (or part of it) as an Insurance to which the Australia Terrorism Insurance Act 2003 (ATIA) applies.

ATIA and the supporting regulations made under the Act deem cover into certain policies and provided that the Terrorism exclusion to which this Insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATIA.

Any coverage established by ATIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged.

If any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a "reduction percentage" as defined in ATIA which results in a cap on the Underwriter's liability for payment for "eligible terrorism losses".

**PERSONAL ACCIDENT & SICKNESS INSURANCE POLICY**

The Policy, Schedule and any endorsements together with the application should be read together as if they were one document.

The Insured has made to Us an application which together with all accompanying information shall be the basis of this contract and be considered as incorporated in it. In consideration of the payment of the premium, and subject to the terms and conditions contained in, endorsed onto or attached to this insurance, if during the Period of Insurance any of the events specified in the Schedule happens to an Insured Person, We will pay the Insured the Compensation specified in the Schedule, in the manner prescribed.

This Insurance is a contract between Us and the Insured. No rights are conferred directly or indirectly to any third party or Insured Person under this Insurance.

**OPERATIVE CLAUSE**

We the Underwriters hereby agree with the Insured Person, to the extent and in the manner herein provided, that if an Insured Person sustains an Injury or a Sickness during the Period of Insurance, We will pay to the Insured Person, or to the Insured Person's executors or administrators, according to the compensation stated in the Schedule after the total claim shall be substantiated under this insurance.

**DEFINITIONS**

For the purpose of determining the indemnity granted, the following terms shall be deemed to have the same meaning as defined wherever used in this Policy.

**1. Accident**

shall mean a sudden, unexpected unusual, specific event which occurs at an identifiable time and place during the Period of Insurance;

Exposure resulting from a mishap to a conveyance in which the Insured Person is travelling;

**2. Aggregate Limit of Liability**

means Our total liability for all claims arising under this Insurance shall not exceed the Aggregate Limit of Liability stated in the Schedule. In the event that claims made under this Insurance exceed the Aggregate Limit of Liability, then the amount by which claims exceed this limit will be proportionally reduced.

**3. Disappearance**

shall mean if the Insured Person is not found within twelve (12) months of disappearing, and sufficient evidence is produced satisfactory to Us that leads Us inevitably to the conclusion that the Insured Person has sustained Bodily Injury and that such injury has caused the Insured Person's death, we shall forthwith pay any death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to Us if the Insured Person is subsequently found to be living.

**4. Earnings**

shall mean in the case of an employee the Insured Person's gross weekly rate of pay including overtime payments and shift allowances or other allowances of a regular nature averaged over a period of twelve (12) months prior to the date disablement commenced or over such shorter period that the Insured Person has been continuously employed by you. In the case of any other person means their gross weekly income averaged over a period of twelve (12) months prior to the date disablement commenced or over such shorter period that the Insured Person has been continuously engaged or contracted by you. Earnings do not include GST.

**5. Effective Date of Individual Cover**

shall mean for each Insured Person is at the latter of the commencement of the Period of Insurance stated in the Schedule or the time the Insured Person arrived for work on the first day of employment or engagement with the Insured. Cover continues as stated in the Schedule for as long as the Insured Person is employed or engaged by the Insured, provided this insurance is still in force and the premiums in respect to that Insured Person are being paid, until cover ceases in accordance with this Policy.

**6. Injury**

shall mean any identifiable physical bodily injury resulting from an Accident which occurs whilst this Insurance is in force and which results in any of the events specified in the Insurance, within twelve (12) calendar months from the date of its occurrence.

Injury does not include:

- 6.1 Any consequence of an Injury that is ordinarily described as being a sickness, illness or disease;
- 6.2 Any degenerative condition.

**7. Insured**

shall mean the person or entity named as such in the Schedule.

**8. Insured Person**

shall mean the Insured Person shown or described in the Schedule.

**9. Limb**

shall mean a hand at or above the wrist or a foot at or above the ankle.

**10. Medical Practitioner**

shall mean a registered and legally qualified medical practitioner licensed to practise in Australia who is not the Insured Person or a member of his or her family.

**11. Paraplegia**

shall mean total paralysis of both legs and part or whole of the lower half of the body.

**12. Period of Insurance**

shall mean the period specified in the Schedule.

**13. Permanent Total Disablement**

shall mean disablement resulting from an Injury and which has lasted for at least twelve (12) calendar months from the date of such Injury and which thereafter is beyond hope of improvement and which entirely prevents the Insured Person from carrying on their usual occupation or business.

**14. Pre-Existing Condition**

shall mean any medical condition, side effect or symptoms of a condition which the Insured Person was aware of, or for which the Insured Person has received medical attention, sought or received treatment, undergone tests or taken prescribed medication for in the twelve (12) months prior to that Insured Person's effective date of cover under this Insurance. Pre-existing conditions also include any chronic, congenital or degenerative conditions diagnosed and known to the Insured Person at the effective date of individual cover under this Insurance, whether currently being treated or not. In the case of medical conditions contributed to or aggravated by such pre-existing conditions the Weekly Benefit amount and/or the period for which benefits are payable will be decreased by the same proportion which in the view of an independent qualified Medical Practitioner the pre-existing condition contributed to or aggravated the new condition.

**15. Premium Due Date**

shall mean the annual premium due at the commencement of a Period of Insurance or, if premiums are paid by monthly instalment means end of each month when the monthly premium instalment is due.

**16. Quadriplegia**

shall mean total paralysis of both legs and arms.

**17. Sickness**

shall mean illness or disease of the Insured Person which declares itself during the Period of Insurance and which results in Temporary Total Disablement or Temporary Partial Disablement within twelve (12) months after declaring

itself and continues for a period of not less than the Waiting Period shown in the Schedule from the date of commencement of medical treatment by a Medical Practitioner.

**18. Temporary Partial Disablement**

shall mean disablement which prevents the Insured Person from attending to a substantial part of his or her business or occupation and which results in his or her earnings being reduced by at least 25% and is under the regular care and acting in accordance with the instructions or professional advice from a Medical Practitioner. Where an Insured Person returns to work in a reduced capacity the weekly benefit amount payable shall be the difference between the Temporary Total Disablement Benefit and the weekly wages earned. If the Insured Person does not return to work the weekly benefit amount shall be 25% of the Temporary Total Disablement benefit.

**19. Temporary Total Disablement**

shall mean that as a result of Injury or Sickness the Insured Person is wholly and continuously prevented from engaging in his or her usual business, occupation or profession.

If the Insured Person ceases to be employed or is not employed then Temporary Total Disablement means disablement that entirely prevents the Insured Person from engaging in any occupation for which they may be suited by way of their education, training or experience. In both instances the Insured Person must be under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner.

**20. Waiting Period**

shall mean the number of days shown in the Schedule commencing with the first day of Temporary Total Disablement or Temporary Partial Disablement arising from Injury or Sickness for which no compensation is payable. For the purpose of this calculation the first day shall be the day that the Insured Person first consults a Medical Practitioner in respect of the condition giving rise to the claim.

**21. We/Our/Us**

shall mean certain Underwriters at Lloyd's.

**22. Event**

The term "accident event" as used herein shall be understood to mean all individual losses arising out of and directly occasioned by one sudden, unexpected unusual specific event occurring at an identifiable time and place.

However, the duration and extent of any "accident event" so defined shall be limited to 24 consecutive hours and within a 10 mile radius for any "accident event" hereunder, and no individual loss which occurs outside such period and/or radius shall be included in that "accident event".

The Insured may choose the date and time when such period of consecutive hours commences and also the specific 10 mile radius determining a "accident event". If any event is of greater duration than the above period, the Insured may divide that event into two or more "accident events", provided that no two periods overlap and provided no period commences earlier than the date and time of the first recorded individual loss to the Insured arising out of the event.

**23. TABLE OF CONDITIONS****1. SECTION A: WEEKLY BENEFITS****1.1 Temporary Total Disablement caused directly and solely by Injury.**

For each week of Total Disablement, the Weekly Benefit stated in the Schedule or the percentage of the Insured Person's Earnings stated in the Schedule (whichever is the lesser) payable for up to the maximum period stated in the Schedule.

**1.2 Temporary Total Disablement caused directly and solely by Sickness.**

For each week of Total Disablement, the Weekly Benefit stated in the Schedule or the percentage of the Insured Person's Earnings stated in the Schedule (whichever is the lesser) payable for up to the maximum period stated in the Schedule.

**1.3 Temporary Partial Disablement caused directly and solely by Injury.**

Temporary Total Disablement Benefit as stated in Section A. 1.1 above and the reduced amount the Insured Person is earning as a direct result of Temporary Partial For each week of Partial Disablement, the difference between the Insured Person's Disablement, payable up to the maximum benefit period stated in the Schedule when combined with any benefit paid for the same condition under Section A. 1.1 above.

**1.4 Temporary Partial Disablement caused directly and solely by Sickness.**

For each week of Partial Disablement, the difference between the Insured Person's Temporary Total Disablement Benefit as stated in Section A. 1.2 above and the reduced amount the Insured Person is earning as a direct result of Temporary Partial Disablement, payable up to the maximum benefit period stated in the Schedule when combined with any benefit paid for the same condition under Section A.1.2 above.

**SECTION B: LUMP SUM BENEFITS – AS A RESULT OF INJURY ONLY**

The percentage of Lump Sum Insured stated in the Schedule as indicated hereunder:

1.	Death	100%
2.	Permanent Total Disablement	100%
3.	Permanent and incurable paralysis of all limbs	100%
4.	Permanent Total Loss of sight of both eyes	100%
5.	Permanent Total Loss of sight of one eye	100%
6.	Permanent Total Loss of use of two limbs	100%
7.	Permanent Total Loss of use of one limb	100%
8.	Permanent and incurable insanity	100%
9.	Permanent Total Loss of hearing in:	
	(a) both ears	75%
	(b) one ear	15%
10.	Permanent Total Loss of the lens of one eye	50%
11.	Permanent Total Loss of four fingers and thumb of either hand	70%
12.	Permanent Total Loss of four fingers of either hand	40%
13.	Permanent Total Loss of use of one thumb of either hand:	
	(a) both joints	30%
	(b) one joints	15%
14.	Permanent Total Loss of use of fingers of either hand:	
	(a) three joints	10%
	(b) two joints	7.5%
	(c) one joint	5%
15.	15. Permanent Total Loss of use of toes of either foot:	
	(a) all – one foot	15%
	(b) great – both joints	5%
	(c) great – one joint	3%
	(d) other than great, each one	1%
16.	Fractured leg or patella with established non-union	10%
17.	Shortening of leg by at least 5cm	7.5%

**ADDITIONAL BENEFITS****1. Rehabilitation**

If an Insured Person is entitled to a Weekly Benefit as a result of Accident or Sickness We will also pay for the costs incurred by the Insured Person for participation in a return to work program if We consider them reasonable. Rehabilitation costs may also include costs to improve the Insured Person's ability to live, or assist in living as normal a life as possible. Such expense must be as a direct result of the forementioned Accident or Sickness, not recoverable from any other source, have Our prior approval and be deemed necessary by the treating medical practitioner or the professional rehabilitation coordinator.

Maximum Sum Insured - \$5,000.00

**2. Modification**

Where a Lump Sum Benefit has been paid under Section B, Items 2-8 inclusive, We will also pay for the cost necessarily incurred by the Insured Person in the modification of a motor vehicle or home or in relocation to a suitable home. Such expense must be as a direct result of the aforementioned Accident, not recoverable from any other source, have Our prior approval and be deemed necessary by the treating Medical Practitioner.

Maximum Sum Insured - \$10,000.00

**3. Funeral Benefit**

In the event an Insured Person suffers death through Injury We will pay an amount up to the Maximum Sum Insured for reimbursement of Funeral Expenses to a Maximum of \$5,000.00

**4. Indexation of Benefits**

If We pay a Weekly Benefit for Temporary Total Disablement for twelve (12) continuous months, We automatically increase the amount of the Weekly Benefit by the lesser of: -

- 4.1 7% of the Weekly Benefit We have been paying the Insured Person, or
- 4.2 the percentage by which the Consumer Price Index (CPI) has increased. To find out the increase We compare the most recent CPI figure published by the Australian Bureau of Statistics with that published the year before. If the CPI has decreased, We do not increase the Weekly Benefit at all.

Any increase will start to apply in the first week after the twelve (12) month period.

**EXCLUSIONS APPLICABLE TO ALL SECTIONS**

No Benefits are payable under this Insurance for any Conditions resulting from Injury or Sickness which:

1. is deliberately self-inflicted or intentionally caused by the Insured Person;
2. is caused by the Insured Person being under the influence of a drug, other than a drug taken or administered by or in accordance with the advice of a Medical Practitioner;
3. is caused by the Insured Person driving a motor vehicle whilst having a percentage of alcohol exceeding the prescribed legal limit;
4. results from a criminal act committed by the Insured Person or a beneficiary of their benefits under this Insurance;
5. occurs as a result of the use, existence or escape of nuclear weapons materials or ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
6. results from engaging in air travel or aerial activities except as a passenger in any properly licensed aircraft;
7. results from engaging in or taking part in or training for sports as a professional (where the majority of the person's income is derived directly or indirectly from the sport);
8. is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) Disease or Human Immunodeficiency Virus (H.I.V.) infection;
9. is a neurosis, psycho-neurosis, psychosis, mental, emotional, fatigue, stress or anxiety condition disease or disorder or any condition which is a consequence of the treatment of any of these conditions;
10. is attributable wholly or partly to childbirth or pregnancy or the complications of these;
11. is a Pre-Existing Condition as herein defined;
12. results from War, Terrorism and Mass Destruction

Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;

1. War, hostilities or warlike operations (whether war be declared or not),
2. Invasion,
3. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
4. Civil war,
5. Riot,
6. Rebellion,
7. Insurrection,
8. Revolution,
9. Overthrow of the legally constituted government,
10. Civil commotion assuming the proportions of, or amounting to, an uprising,
11. Military or usurped power,
12. Explosions of war weapons,
13. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,
14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not,
15. Terrorist activity.

For the purpose of this exclusion;

- i) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

- iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (1) to (15) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**GENERAL CONDITIONS**

1. Compensation shall not be payable:
  - 1.1 Under more than one of the events in respect of the same period of time.
  - 1.2 For any event in excess of the maximum benefit period stated in the Schedule.
  - 1.3 During the Waiting Period.
  - 1.4 Beyond the date of the Insured Person's death.
  - 1.5 Where the condition is directly or indirectly resulting from the Insured Person's failure to obtain, follow and continue medical advice from a Medical Practitioner.
  - 1.6 Benefit Payments will cease if after a claim has been accepted the Insured Person stops following medical advice or refuses or delays medical treatment, which in the opinion of an independent medical practitioner could reduce the period of disablement.
2. Weekly Benefits will be paid weekly in arrears and calculated at one-seventh (1/7th) of the Weekly Benefit for each day during which disability continues.
3. All Benefits shall be paid to the Insured Person or to their legal personal representative.
4. Weekly Benefits will be reduced by any other benefits or compensation the Insured Person is entitled to receive or entitled to claim for lost income however payable (but not including pain and suffering) from any other source as a result of the same condition. If the Insured Person surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or in part), the total amount of benefits under this Insurance will reduce by the amount of payment to which the Insured Person would have been entitled or had the right to claim. Benefits or entitlements received from other sources after Weekly Benefits have been paid under this Insurance must be refunded by the Insured Person to Us.
5. If the Insured Person's condition becomes permanent in accordance with the Definition of Permanent Total Disablement, all Weekly Benefits will cease and the appropriate Lump Sum Benefit will become payable. In addition, no temporary benefits already paid will be deducted from the Lump Sum Benefit.
6. If an Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or related cause or causes and while this Insurance is still in force, the subsequent period of disablement will be deemed a continuation of the prior period unless between such periods the Insured Person has worked on a full time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new Injury or Sickness and a new Waiting Period shall apply.
7. Cover under this Insurance will cease immediately in respect of an Insured Person if:
  - 7.1 their premium payment is not made within thirty (30) days from the date due other than as a result of inadvertent error on the part of the Insured;
  - 7.2 they are paid Weekly Benefits for the maximum period stated in the Schedule or 100% of the Lump Sum Insured Benefit;
  - 7.3 the Insured Person retires or stops actively seeking work;
  - 7.4 the Insured Person's relationship with the Insured which made them eligible for cover under this insurance ceases. Cover will cease at the time they depart from work on the last day of employment with the Insured;
  - 7.5 the Insured Person dies;
  - 7.6 the Insured Person reaches normal retirement age or age 65 whichever is the earlier, unless otherwise specified in the Schedule.
8. Weekly Benefits shall cease to be payable to an Insured Person on claim, if that Insured Person:
  - 8.1 becomes entitled to the payment of Weekly Benefits for the maximum period stated in the Schedule;
  - 8.2 becomes entitled to the Lump Sum Benefit and they are paid a 100% of the Lump Sum Insured stated in the Schedule;
  - 8.3 accepts early retirement or voluntary redundancy except if it is as a direct consequence of disablement which is a current, accepted claim under this Insurance;
  - 8.4 dies;
  - 8.5 is engaged in gainful work or occupation except if the work or occupation existed prior to the disablement and it is not related to or replacing the work for which benefits are being claimed under this Insurance;
  - 8.6 returns to normal work or duties, or is cleared by the Medical Practitioner to return to normal work or duties whether such work is available or not.
9. If there is a breach of any of the Conditions of this Insurance, We shall be entitled to reject a claim. However a breach by an individual Insured Person will not affect the cover or claims of other Insured Persons.
10. We will not pay more than the Aggregate Limit of Liability as stated in the Schedule.

## CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

**1. Complying with Insurance Conditions**

The due observance and fulfilment of the terms of this insurance and the truth of the statements and answers in the Application, and in any statements and medical evidence required from you or an Insured Person in connection with this insurance, shall be conditions precedent to Our liability to make any payment under this Insurance.

**2. Fraud**

Any fraud, misstatement or concealment by you or an Insured Person in relation to any matter affecting this Insurance or in connection with the making of any claim under it will give Us the rights provided for in the Insurance Contracts Act 1984, including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the Insurance.

**3. Premium Instalments**

- 3.1 If your premium for this Insurance is paid by instalment and;  
3.2 you fail to make the payment in the specified manner or the payment is thirty (30) days overdue:

We will not pay any claim that first arises after the instalment became due.

This condition applies as each and every premium instalment becomes due and cannot be disregarded because We may have previously accepted an instalment after thirty (30) days.

The effect of this is that this Insurance will be cancelled by Us if your instalment is not received within thirty (30) days of being due and claims for events occurring after the Premium Due Date will then be denied.

**4. Change of Occupation**

We will only cover an Insured Person for the occupation shown in the Application. You should notify Us immediately if there is a change in occupation of an Insured Person. We will then decide whether to insure the Insured Person for the new occupation and if so on what terms.

**5. Cancellation**

The Insurance may be terminated at any time at your request by giving written notice to your Insurance Broker, who will advise Underwriters accordingly. A return of premium shall be calculated at a pro rata portion of premium, unless there has been a claim under this Insurance in which case a return of premiums shall be at Our discretion.

We may cancel the Insurance at any time as provided under Section 60 of the Insurance Contracts Act 1984, the period of notice to you not being less than thirty (30) days.

We may cancel the cover under this Insurance for an individual Insured Person in any of the circumstances set out in the Insurance Contracts Act 1984. If cancelled by the Insurer, a return of premium shall be calculated at a pro rata portion of premium, unless there has been a claim under this Insurance in which case a return of premiums shall be at Our discretion.

## 6. Claims Procedure

The Insured Person shall give written notice to;

Corporate Services Network (CSN) on (02) 8259- 8106 or at their address

280 George Street,  
Sydney,  
NSW 2000,  
Australia.

within thirty (30) days of the occurrence of any Event in respect of which a claim has arisen or may arise or as soon thereafter as is reasonably possible. We will respond with Our assessment of the claim within ten (10) working days.

All certificates and evidence required by Us shall be furnished as required at the Insured Person's expense.

In order to assess a claim an Insured Person shall submit to a medical examination at Our expense as often as We may reasonably require. CSN. will, upon receipt of a notice of claim, furnish such forms as are usually required by Us for filing Proof of Claim. Compensation other than periodic payment will be within ten (10) working days of receipt of all documentation which allows the claim to be effectively assessed. Periodic payment will be paid fortnightly, after the Waiting Period.

## 7. Claim Co-operation

- 7.1 The Insured Person must assist and cooperate with Us in every way possible in providing Us with all necessary information, evidence and documentation We may reasonably require in support of the Insured Person's claim. Failure to comply with this condition may prejudice the Insured Person's claim under this Insurance. If you do not follow Our instructions shown below then we may decline your claim or reduce your benefits.
- 7.2 you must get proper medical advice from a Medical Practitioner as soon as possible after sustaining injury or illness
- 7.3 you must give us details of any other insurance covering the same injury or illness
- 7.4 you (or your legal personal representative) must complete our usual claim form
- 7.5 Provide us with all information we may reasonably require
- 7.6 you must give us at your own expense all medical and other certificate and evidence which we may reasonably require to assess the claim
- 7.7 you must undergo any medical examination we may reasonably require to assess the claim, and which We will arrange at our expense
- 7.8 you must continue to be a resident of Australia
- 7.9 We may be entitled at our expense to conduct a post-mortem examination.
- 7.10 We may have a right to recover money payable under this Policy from another person who is liable to compensate you. you must co-operate with us fully in any action we take in exercising any such right.

## 8. Clerical or Inadvertant Error

Any clerical or inadvertent error by any of the parties to this insurance shall not invalidate this insurance provided that it would have otherwise been validly in force, nor shall it continue this insurance if it was validly in force.

## 9. Australian Litigation Dispute Resolution Endorsement

This Insurance does not comply with the Insurance Council of Australia's General Insurance Code of Practice.

The Underwriters hereon agree that:

- 9.1 in the event of a dispute arising under this Policy, the Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- 9.2 Any summons, notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21  
Angel Place  
123 Pitt Street  
SYDNEY NSW 2000  
Tel: 02 9223 1433  
Fax: 02 9223 1466

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

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

Premium specified herein is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of the Broker/Coverholder placing this Insurance.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

Corporate Services Network (CSN) on (02) 8259- 8106 or at their address

280 George Street,  
Sydney,  
NSW 2000,  
Australia.

20/03/09  
LMA5135  
Form approved by Lloyd's Market Association

## 10. Privacy Complaints Advice

Lloyd's and its agents are bound by the obligations of the Privacy Act 1998 as amended by the Privacy Amendment (Private Sector) Act 2000 (the Act). These set basic standards relating to the collection, use, disclosure and handling of personal information.

"Personal Information" is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, the Insured's complaint should be addressed to their Insurance Broker.

If the Insured Person is dissatisfied with the response, the Insured Person may refer the matter to Lloyd's Australia Ltd, which has the appropriate authority to investigate and address matters of this nature. Lloyd's Australia Ltd. can be contacted at:

Suite 2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000  
Ph: 02 9223 1433 Fax: 02 9223 1466

Lloyd's Australia Ltd will respond in writing within 15 working days, and if the Insured Person remains dissatisfied with their response the Insured Person will be provided at that time with the details of any other avenues for resolution that may be available to them.

## 11. Event Clause

The term "accident event" as used herein shall be understood to mean all individual losses arising out of and directly occasioned by one sudden, unexpected unusual specific event occurring at an identifiable time and place.

However, the duration and extent of any "accident event" so defined shall be limited to 24 consecutive hours and within a 10 mile radius for any "accident event" hereunder, and no individual loss which occurs outside such period and/or radius shall be included in that "accident event".

The Insured may choose the date and time when such period of consecutive hours commences and also the specific 10 mile radius determining a "accident event". If any event is of greater duration than the above period, the Insured may divide that event into two or more "accident events", provided that no two periods overlap and provided no period commences earlier than the date and time of the first recorded individual loss to the Insured arising out of the event.