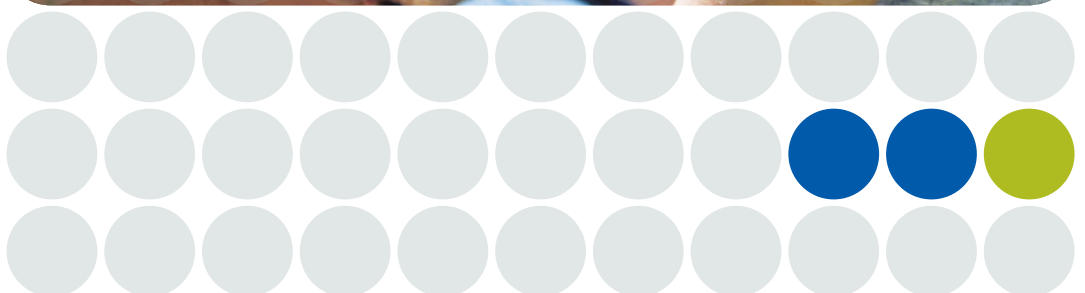
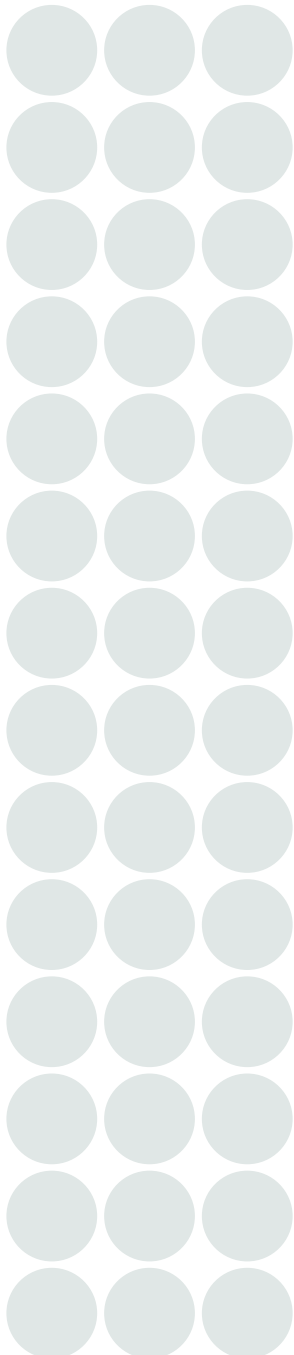


Zurich Group Personal Accident and Sickness Insurance

Product Disclosure Statement



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About our Group Personal Accident and Sickness Insurance

About Zurich

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich', 'we', 'us' or 'our'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurance provider with a global network of subsidiaries and offices. With about 60,000 employees, the Zurich Insurance Group delivers a wide range of general insurance and life insurance products and services for individuals, small businesses, and mid-sized and large companies, including multinational corporations, in more than 170 countries.

This Product Disclosure Statement (PDS) is an important document about this product and includes the policy wording which starts on page 8. *You* should read it carefully before making a decision to purchase this product.

This PDS will help *you* to:

- decide whether this product will meet *your* needs; and
- compare this product with other products *you* may be considering.

The information contained in this PDS is general information only. It is important *you* read *your* policy to ensure *you* have the cover *you* need.

We capitalise or italicise terms in this PDS, to show that words are abbreviations or have a particular defined meaning. *You* should refer to the Definitions sections in this document to obtain the full meaning of such terms.

How to apply for this insurance

Throughout this document when we are referring to *your* insurance broker or adviser, we simply refer to them as *your* intermediary.

If *you* are interested in buying this product or have any inquiries about it, *you* should contact *your* intermediary who should be able to provide *you* with all the information and assistance *you* require.

If *you* are not satisfied with the information provided by *your* intermediary *you* can contact us at the address or telephone number shown on the back cover of this document. However, we are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for *your* personal objectives, needs or financial situation.

Our Group Personal Accident and Sickness Insurance

Zurich Group Personal Accident and Sickness Insurance allows *you* to tailor the cover for *your* requirements. Cover can be arranged by *you* (referred to as the *insured*) to cover *yourself* or some other person(s) (referred to as the *insured person(s)*).

The *policy* operates 24 hours a day, seven days a week, anywhere in the world.

For a summary of additional benefits available to *you*, see 'Benefits of cover available' on page 7.

Our contract with you

Your policy is a contract of insurance between *you* and Zurich and contains all the details of the cover that we provide.

Your policy is made up of:

- the policy wording which begins at page 8 of this document. It tells *you* what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the proposal, which is the information *you* provide to us when applying for insurance cover;
- *your* most current policy *schedule* issued by us. The *schedule* is a separate document unique to *you*, which shows the insurance details relevant to *you*. It includes any changes, exclusions, terms and conditions made to suit *your* individual circumstances and may amend the policy; and
- any other written change otherwise advised by us in writing (such as an endorsement or a supplementary PDS). These written changes vary or modify the above documents.

Please note, only those Sections shown as covered in *your schedule* are insured.

This document is also the PDS for any offer of renewal we may make, unless we tell *you* otherwise. Please keep *your policy* in a safe place.

We reserve the right to change the terms of this product where permitted to do so by law.

Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that *you* should be aware of when deciding to purchase our product. These things may affect the amount of the payment that we will make to *you* if *you* have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of *your sum insured* shown in *your schedule* or some other amount, factor or item specified in the relevant clause or this document. *You* should be aware of the following matters in considering whether this product is suitable for *your* needs.

Excesses can apply

An excess may apply to claims made under each of these Sections. An excess is not an additional fee, charged by us at the time of making a claim. Rather, it is the uninsured first portion of a loss for which *you* are otherwise covered, i.e. the amount that *you* must contribute towards each claim.

We are able to provide options to quote higher or lower excess alternatives in certain circumstances, which will either decrease or increase *your* premium, depending upon the options requested.

The excess applicable to *your policy* is specified in the *schedule*. There are also other excesses which are specified in the policy wording.

Exclusions

This *policy* contains a number of exclusions, some of which are common in insurance policies of this type. For example, we may not pay for death, *injury*, *sickness* or disability arising from:

- engagement in active service in any armed force for any nation;
- radioactivity or the use, existence or the escape of nuclear fuel, material or waste; or
- any deliberate, illegal or criminal acts inflicted by or on behalf of an *insured person*, or any other person acting with their consent or at their direction.

Some of the exclusions may be less common, and as such may be unexpected. For example, this *policy* excludes cover for death, *injury* or *sickness* arising from engagement in any *professional sport*. Please refer to page 19 for the details of this exclusion.

The above are some of the events that are not covered by this *policy*. Before making a decision about whether to purchase this *policy*, *you* should read the full details of all relevant exclusions, which are contained in the policy wording starting on page 8 of this document.

Some may not be relevant to *you* however *you* should make *yourself* aware of all the exclusions that apply to all cover sections. Please refer to the General Exclusions Applicable to All Sections on page 19 and any additional exclusions specific to each type of cover.

Terms and Conditions

General Terms and Conditions Applicable to All Sections set out *your* general obligations with which *you* need to comply. Please refer to page 21. Other terms and conditions relevant to each type of cover also apply and are explained when describing the type of cover. *You* should read the policy wording and make *yourself* aware of all the terms and conditions that apply. If *you* do not meet them, we may be able to decline or reduce the claim payment or cancel *your policy*.

Make sure you have the cover you need

You should discuss with *your* intermediary the appropriate amounts and risks for which *you* need to be insured. If *you* do not adequately insure for the relevant risks *you* may have to bear any uninsured losses *yourself*.

You should also advise *your* intermediary to notify us as soon as possible, when *your* circumstances change which are relevant to *your policy*.

Duty of Disclosure

Before *you* enter into a contract of general insurance with us, *you* have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to us every matter *you* know, or could reasonably be expected to know, is relevant to our decision whether to insure *you* and, if so, on what terms. This applies to all persons to be covered under this contract of insurance.

You have the same duty to disclose those matters to us before *you* renew, extend, vary or reinstate a contract of general insurance. This duty however, does not require disclosure of a matter that:

- diminishes the risk to be insured;
- is of common knowledge;
- we know or in the ordinary course of our business we ought to know; or
- we indicate to *you* that we do not want to know.

Non-disclosure or Misrepresentation

If *you* make a misrepresentation to us, or if *you* do not comply with *your* duty of disclosure and we issue the policy with terms and conditions that are different to the terms and conditions that would have been issued had there not been any misrepresentation, or *your* duty of disclosure had been complied with, then:

- we may reduce the cover provided so that we are placed in the same position as we would have been in, had there not been any misrepresentation and *your* duty of disclosure had been complied with;
- we may cancel the policy; or
- we may treat the policy as if it never existed if the misrepresentation or the non-compliance with *your* duty of disclosure was fraudulent.

Cooling-off period

After *you* apply for a Zurich product and *you* have received the policy document, *you* have 21 days to check that the policy meets *your* needs. Within this time *you* may cancel the *policy* and receive a full refund of any *premiums* paid, unless *you* have:

- made a claim or become entitled to make a claim under *your policy*; or
- exercised any right or power *you* have in respect of *your policy* or the *policy* has ended.

Your request will need to be in writing and forwarded to us via *your* intermediary or to the address shown on the back cover of this document.

You can cancel *your policy* at any time after the cooling-off period. Please refer to 'Cancellation' under General Terms and Conditions Applicable to All Sections on page 21.

How we calculate your premium

The premium amount that *you* must pay for *your* insurance cover is set out in *your policy schedule*. The amount of *your* premium is determined by taking a number of different matters into account. *You* can seek a quote at any time.

It is important for *you* to know in particular that the premium varies depending on the information we receive from *you* about the risk to be covered by us. The higher the risk is, the higher the premium will be. Based on our experience and expertise as an insurer, we decide what factors increase our risk and how they should impact on the premium. Each insurer can do this differently.

In this product the factors that are taken into consideration include the following:

- the business of the *insured*;
- the occupation of *insured persons*;
- benefit limits chosen; and
- the excess amount *you* elect.

This means that when *you* purchase a policy *you* may elect to take a larger *excess* amount in the event of a claim, which will reduce the cost of *your* premium. If *you* are interested in this, *you* should ask *your* intermediary to supply *you* with quotes based on differing *excess* amounts.

Your intermediary can arrange for *you* to be provided with a quote for a premium. *You* will need to give *your* relevant personal details to *your* intermediary at this time to enable us to calculate the premium.

Another important thing to know is that *your* premium also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) in relation to *your policy*. These amounts will be set out separately on *your schedule* as part of the total premium payable.

How and when you pay your premium and what happens if you don't pay?

Your premiums are charged and are payable on a yearly basis. *Your* intermediary can also tell *you* what other methods are available to make *your* premium payments.

Your intermediary should send *you* an offer of renewal of *your* insurance once a year, before *your* current *period of insurance* expires. If *you* do not pay *your* premium when due, *your policy* may lapse after 30 days and *you* will not be covered. *You* may be able to reinstate *your policy* after it lapses, but *you* must submit an application to us, which is subject to our reassessment of *your* personal circumstances and the circumstances of all persons to be insured at the time of application.

Taxation

The following taxation information is a guide only and is based on the current law and its interpretation. *Your* individual circumstances will be important to and may affect the tax treatment of any premiums *you* pay or benefits *you* receive. *You* should consult *your* tax adviser regarding *your* individual circumstances.

Income Tax

Generally, if *you* are entitled to receive weekly benefits, the premium *you* pay may be tax deductible. Premiums may also be tax deductible if *you* have taken out *your policy* for a revenue purpose.

Generally, if *you* receive weekly benefits, these benefits may be assessable to *you* and subject to tax at *your* marginal income tax rate. However, lump sum amounts that *you* receive are generally not taxable.

This information is a guide only, and is based on current taxation laws, their continuation and their interpretation. For information about *your* individual circumstances, contact *your* tax adviser.

Goods and Services Tax

Generally, *you* will not be required to pay Goods and Services Tax (GST) on any benefits *you* receive under *your policy*. However, *you* must advise us if *you* are entitled to claim an input tax credit in relation to any GST payable on *your* premium and the extent of that entitlement. If *you* do not provide this information to us, *you* may be liable to pay an amount of GST on benefits *you* receive.

If *you* are registered for GST, any payment we make for funeral expenses, modification expenses or accommodation expenses will be reduced by the amount of any input tax credit *you* or another person are entitled to for those expenses.

How to make a claim

If *you* need to make a claim against this *policy*, please refer to Claims Procedures on page 20.

If *you* have any queries, please contact *your* intermediary as soon as possible, or call us on 132 687.

Privacy

Zurich is bound by the Privacy Act 1988 (Cth). Before providing us with any Personal or Sensitive Information ('Information'), *you* should know that:

We collect, use, process and store Personal Information and, in some cases, Sensitive Information about *you* in order to comply with our legal obligations, assess *your* application and, if *your* application is successful, to administer the products or services provided to *you*, to enhance customer service and/or product options or manage a claim ('purposes').

If *you* do not agree to provide us with the Information, we may not be able to process *your* application, administer *your* policy or assess *your* claims.

By providing us or *your* intermediary with *your* Information, *you* consent to our use of this Information which includes us disclosing *your* Information where relevant for the purposes, to *your* intermediary, affiliates of the Zurich Insurance Group Ltd, other insurers and reinsurers, our service providers, our business partners or as required by law within Australia or overseas.

Zurich may obtain Information from government offices and third parties to assess a claim in the event of loss or damage.

For further information about Zurich's Privacy Policy, a list of service providers and business partners that we may disclose *your* Information to, a list of countries in which recipients of *your* Information are likely to be located, details of how *you* can access or correct the Information we hold about *you* or to make a complaint, please refer to the Privacy link on our homepage – www.zurich.com.au, contact us by telephone on 132 687 or email us at Privacy.Officer@zurich.com.au

General Insurance Code of Practice

We support and adhere to the General Insurance Code of Practice which was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

You can obtain more information on the Code and how it assists *you* by contacting us.

Financial Claims Scheme

Zurich is an insurance company authorised under the Insurance Act 1973 to carry on general insurance business in Australia. As such, we are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme (FCS) which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 13 10 60.

Complaints and Disputes Resolution process

If *you* have a complaint about an insurance product we have issued or service *you* have received from us, please contact *your* intermediary to initiate the complaint with us. If *you* are unable to contact *your* intermediary, *you* can contact us directly on 132 687.

We will respond to *your* complaint within 15 working days. If *you* are not satisfied with our response, *you* may have the matter reviewed through our internal dispute resolution process, which is free of charge.

If *you* are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, *you* may refer the matter to the Financial Ombudsman Service (FOS), an independent and external dispute resolution scheme.

The FOS is free of charge to *you*. FOS contact details are:

The Financial Ombudsman Service
Post: GPO Box 3, Melbourne, Victoria 3001
Freecall: 1300 78 08 08
Website: www.fos.org.au
Email: info@fos.org.au

Updating this PDS

The information in this PDS is up to date at the time it is prepared. Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, we will update this information on our website at www.zurich.com.au. A paper copy of the updated information will be available free of charge upon request, by contacting *your* intermediary or us by using our contact details on the back cover of this PDS. Please note that we may choose to issue a new or supplementary PDS in other circumstances.

Headings

Headings have been included for ease of reference but do not form part of the *policy*.

Benefits of cover available

The following is a summary of the major benefits of covers available under the policy. Please refer to each cover section for full details of coverage and applicable terms and conditions.

Types of Covers Available	Benefits of Cover Available	Page No
Personal Accident and Sickness		
Accidental Death and Capital Benefits	Benefits payable in the event that the <i>insured person</i> suffers accidental death or <i>injury</i> as a result of an <i>accident</i>	10
Weekly Injury Benefits	Weekly benefits payable in the event an <i>insured person</i> suffers <i>temporary total disablement</i> or <i>temporary partial disablement</i> , as a result of an <i>injury</i>	11
Weekly Sickness Benefits	Weekly benefits payable in the event an <i>insured person</i> suffers <i>temporary total disablement</i> or <i>temporary partial disablement</i> , as a result of <i>sickness</i> during the <i>period of insurance</i>	11
Injury Resulting in Surgery	Benefits payable where the <i>insured person</i> suffers <i>injury</i> and requires a specified surgical procedure	11
Sickness Resulting in Surgery	Benefits payable where the <i>insured person</i> suffers <i>sickness</i> and requires a specified surgical procedure	11
Injury Resulting in Fractured Bones	Benefits payable where the <i>insured person</i> suffers <i>injury</i> resulting in fractured bones	12
Injury Resulting in Loss of Teeth or Dental Procedures	Benefits payable where the <i>insured person</i> suffers an <i>injury</i> resulting in loss of <i>teeth</i> or requiring full or partial capping of <i>teeth</i>	12

Group Personal Accident and Sickness Insurance – Policy Wording

Our Agreement

Subject to the terms and conditions contained in this *policy*, we will cover *insured persons* against the events described in the cover sections of this policy, but only if:

- (a) *you* have paid or agreed to pay the premium set out in *your schedule*; and
- (b) the type of cover is specified in *your schedule* as applying to that *insured person*.

Definitions

The following definitions will apply to these words when used in this document. Words expressed in the singular or plural have corresponding meanings.

Accident

accident means a single event that is:

- (a) caused by violent, external and visible means (independently of any other cause);
- (b) which results in *injury* that is both unexpected and undesired by an *insured person*;
- (c) which occurs during the *period of insurance*; and
- (d) which occurs during the *scope of cover*.

Civil war

civil war means a state of armed conflict between different parties belonging to the same country using military like force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

Dependent children

dependent children means the *insured person's* unmarried children who are under the age of:

- (a) 19 years; or
- (b) 25 years and a full time student at an accredited institute of higher learning,

and who are primarily dependent on the *insured person* for their maintenance and support. *Dependent children* also include an *insured person's* unmarried child of any age who is physically or mentally incapable of self-support and living permanently with the *insured person*.

Excess

excess means the amount *you* must firstly contribute toward any claim. The *excess* amount relevant to *your* cover is specified in the *schedule*.

Injury

injury means loss of life or bodily injury resulting from an *accident* occurring during the *period of insurance*. *Injury* does not include *sickness* arising out of an *accident*.

Insured

insured means the Insured specified in the *schedule* as the Insured; i.e. the policyholder of this *policy*.

Insured person

insured person means any person shown in the *schedule* as an Insured Person and/or as nominated by the *insured* and agreed to by us for eligibility under this *policy* from time to time with respect to whom premium has been paid or agreed to be paid.

Medical practitioner

medical practitioner means a person qualified and registered to practice medicine. Medical practitioner does not include the *insured person*, an *insured person's* relative or *your* director or employee.

Period of insurance

period of insurance means the dates over which *your* insurance cover under this *policy* is valid, as specified in the *schedule*.

Policy

policy means the contract of insurance between Zurich and the *insured* and contains all the details of the cover that we provide. The policy consists of the documents described under "Our contract with you" on page 2.

Pre-existing Condition

pre-existing condition means any injury or any illness, disease or syndrome:

- (a) which the *insured person* was aware of (whether diagnosed or not);
- (b) which the *insured person* has sought treatment or advice; or
- (c) for which the *insured person* had symptoms that a reasonable person in the circumstances would have sought treatment or advice,

prior to them being covered under the *policy*.

Professional sport

professional sport means any sport in which an *insured person* receives financial reward, sponsorship or gain as a result of their participation.

Schedule

schedule means the most current policy schedule issued by us to *you*. It includes any changes, conditions and exclusions made to suit *your* individual circumstances and may amend the policy wording.

Scope of cover

scope of cover means the operative time during which cover applies with respect to *insured persons*, as set out in the *schedule*.

Sickness

sickness means any illness, disease or syndrome which is not a *pre-existing condition*, suffered by the *insured person* for which they first become aware of symptoms after the commencement of the *period of insurance*.

Spouse or partner

spouse or partner means a person who is married to the *insured person* or a partner of an *insured person* who has been co-habiting with the *insured person* for a period of at least three continuous months.

Sum insured

sum insured means the amount for which *you* are insured, as specified in *your schedule*.

War

war means a state of armed conflict between different nations, states or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

You / Your

you/your means the *insured*.

Personal Accident and Sickness

Cover

1. Personal Accident

When Parts A, B, D, F and/or G of Personal Accident and Sickness are specified in the *schedule*, we will pay the corresponding amounts shown in the Table of Benefits below, in the event that an *insured person* suffers *injury* as a direct result of an *accident* and where the *injury* occurs:

- (a) during the *scope of cover*; or
- (b) within 12 months of the *accident*; and
- (c) only as a direct result of the *accident* (and not as a consequence of any other cause).

2. Sickness

When Parts C and/or E of Personal Accident and Sickness are specified in the *schedule*, we will pay the corresponding amounts shown in the Table of Benefits below, in the event an *insured person* suffers *sickness*, where the *sickness* occurs within the *period of insurance*.

Limit of Liability

Our total liability for all claims arising under this cover section – Personal Accident and Sickness, which arise out of any one event or series of related events, will not exceed the amount specified in the *schedule*.

Table of Benefits

Part A – Accidental Death and Capital Benefits

Cover under this section applies only if Part A is specified in the *schedule*.

For items 1 to 19: the benefit payable is an amount calculated by applying the benefit percentage to the Capital Benefit Sum Insured shown in the *schedule*.

Injury Type Benefit Percentage

- | | |
|--|------|
| 1. <i>Accidental Death</i> | 100% |
| 2. <i>Permanent Total Disablement</i> | 100% |
| 3. <i>Permanent paraplegia, quadriplegia or incurable paralysis of all limbs</i> | 100% |
| 4. <i>Permanent and total loss of sight in one or both eyes</i> | 100% |
| 5. <i>Permanent and total loss of use of one or both limbs</i> | 100% |
| 6. <i>Permanent and incurable insanity</i> | 100% |

- | | |
|---|------|
| 7. <i>Permanent total loss of hearing:</i> | |
| (a) in both ears | 100% |
| (b) in one ear | 30% |
| 8. <i>Permanent and total loss of the lens of:</i> | |
| (a) both eyes..... | 80% |
| (b) one eye..... | 60% |
| 9. <i>Permanent and total loss of use of four fingers and the thumb of either hand</i> | 75% |
| 10. <i>Permanent disfigurement from third degree burns to:</i> | |
| (a) 20% of the surface area of the head and neck..... | 60% |
| (b) 40% of the surface area of the remainder of the body..... | 40% |
| 11. <i>Permanent and total loss of use of four fingers of either hand</i> | 50% |
| 12. <i>Permanent and total loss of use of one thumb (both joints)</i> | 30% |
| 13. <i>Permanent and total loss of use of one thumb (one joint)</i> | 15% |
| 14. <i>Permanent and total loss of use of one finger:</i> | |
| (a) all three joints..... | 15% |
| (b) two joints | 10% |
| (c) one joint..... | 5% |
| 15. <i>Permanent and total loss of use of all toes of either foot</i> | 15% |
| 16. <i>Permanent and total loss of use of toes (per toe):</i> | |
| (a) both joints of the great toe | 5% |
| (b) one joint of the great toe | 3% |
| (c) all joints of any toe other than the great toe ... | 1% |
| 17. Fractured leg or patella with established non-union..... | 10% |
| 18. Shortening of the leg by at least 5cm..... | 7.5% |
| 19. <i>Permanent disablement not otherwise provided for above through Injury Types 2-18 inclusive</i> | |
| Such percentage of the <i>capital benefit</i> sum insured which corresponds to the percentage reduction in whole bodily function as certified by no less than three <i>medical practitioners</i> , one of whom will be the <i>insured person's</i> treating <i>medical practitioner</i> and the remaining two will be appointed by us. In the event of a disagreement between the three <i>medical practitioners</i> , the percentage payable will be the average of the three opinions. The maximum amount we will pay is 75% of the <i>capital benefit</i> sum insured. | |

Part B – Weekly Injury

Cover under this section applies only if Part B is specified in the *schedule*. For the two items below, the benefit payable is calculated as described below.

20. *Temporary Total Disablement* as a result of *injury*

After the *excess period*, while the *insured person* suffers *temporary total disablement*, we will pay an amount up to the weekly benefit amount shown on the *schedule* against Part B – Weekly Injury, but not exceeding the *salary* of the *insured person*.

21. *Temporary Partial Disablement* as a result of *injury*

After the *excess period*, while the *insured person* suffers *temporary partial disablement*, we will pay an amount up to the weekly benefit amount shown on the *schedule* against Part B – Weekly Injury less any amount of current earnings as a result of the *insured person* working in a reduced capacity provided the combined amount does not exceed the *salary* of the *insured person*. Should the *insured person* be able to return to work in a reduced capacity, yet elect not to do so then the benefit payable shall be deemed to be 25% of the amount payable for *Temporary Total Disablement*.

Part C – Weekly Sickness

Cover under this section applies only if Part C is specified in the *schedule*. For the two items below, the benefit payable is calculated as described below.

22. *Temporary Total Disablement* as a result of *sickness*

After the *excess period*, while the *insured person* suffers *temporary total disablement*, we will pay an amount up to the weekly benefit amount shown on the *schedule* against Part C – Weekly Sickness, but not exceeding the *salary* of the *insured person*.

23. *Temporary Partial Disablement* as a result of *sickness*

After the *excess period*, while the *insured person* suffers *temporary partial disablement*, we will pay an amount up to the weekly benefit amount shown on the *schedule* against Part C – Weekly Sickness less any amount of current earnings as a result of the *insured person* working in a reduced capacity provided the combined amount does not exceed the *salary* of the *insured person*. Should the *insured person* be able to return to work in a reduced capacity, yet elect not to do so then the benefit payable shall be deemed to be 25% of the amount payable for *Temporary Total Disablement*.

Part D – Injury Resulting in Surgery

If an *insured person* suffers an *injury* requiring a surgical procedure listed below, and:

- (a) the surgery is carried out within 12 months of the date of the *injury*; and
- (b) the surgery is undertaken outside of Australia,

we will pay the corresponding benefit shown below as a percentage of the amount shown on the *schedule* against Part D – Injury Resulting in Surgery or \$20,000, whichever is the lesser:

- 24. Craniotomy 100%
- 25. Amputation of a *limb* 100%
- 26. Fracture of a *limb* requiring open reduction..... 50%
- 27. Dislocation of a joint requiring open reduction..... 25%
- 28. Any other surgical procedure carried out under a general anaesthetic..... 5%

Part E – Sickness Resulting in Surgery

If, an *insured person* suffers *sickness* during the *period of insurance* requiring a surgical procedure listed below, and:

- (a) the surgery is carried out within 12 months of the date the *insured person* first becomes aware of the *sickness*; and
- (b) the surgery is undertaken outside of Australia,

we will pay the corresponding benefit shown below as a percentage of the amount shown on the *schedule* against Part E – Sickness Resulting in Surgery or \$20,000, whichever is the lesser:

- 29. Open heart surgical procedure..... 100%
- 30. Brain surgery 100%
- 31. Abdominal surgery carried out under general anaesthetic 50%
- 32. Any other surgical procedure carried out under a general anaesthetic..... 5%

Part F – Injury Resulting In Fractured Bones

If an *insured person* suffers an *injury*, resulting directly in the fracture of bones which occur within 12 months of the date of the *injury*, we will pay the corresponding benefit shown below as a percentage of the amount shown on the *schedule* against Part F – Injury Resulting in Fractured Bones or \$3,000, whichever is the lesser:

- 33. Neck, skull or spine (*complete fracture*) 100%
- 34. Hip 75%
- 35. Jaw, pelvis, leg, ankle or knee (*other fracture*) 50%
- 36. Cheekbone, shoulder or *hairline fracture* of skull or spine 30%
- 37. Arm, elbow, wrist or ribs (*other fracture*) 25%
- 38. Jaw, pelvis, leg, ankle or knee (*simple fracture*) 20%
- 39. Nose or collar bone 20%
- 40. Arm, elbow, wrist or ribs (*simple fracture*) 10%
- 41. Finger, Thumb, Foot, Hand or Toe 7.5%

In the case of an established non-union of any of the above fractures, we will pay an additional benefit of 5% of the amount shown on the *schedule* against Part F – Injury Resulting in Fractured Bones or \$3,000, whichever is the lesser.

The maximum benefit payable for any one *injury* resulting in fractured bones will be the amount shown on the *schedule* against Part F – Injury Resulting in Fractured Bones or \$3,000, whichever is the lesser.

Part G – Injury Resulting In Loss of Teeth Or Dental Procedures

If an *insured person* suffers an *injury*, resulting in the loss of *teeth* or requiring dental procedures within 12 months of the date of the accident causing *injury* as described below, we will pay the corresponding benefit shown below as a percentage of the amount shown on the *schedule* against Part G – Injury Resulting in Loss of Teeth or Dental Procedures or \$1,000, whichever is the lesser.

- 42. Loss of *teeth* or full capping of *teeth*, per *tooth*. 100%
- 43. Partial capping of *teeth*, per *tooth* 50%

The maximum benefit payable for any one *injury* resulting in loss of *teeth* or requiring dental procedures will be the amount shown on the *schedule* against Part G – Injury Resulting In Loss of Teeth or Dental Procedures or \$1,000, whichever is the lesser, limited to \$250 per *tooth*.

Definitions

The following definitions shall apply to these words:

Accidental death

accidental death means the death of an *insured person* as a result of an *accident*.

Capital benefit

capital benefit means the Capital Benefits Sum Insured amount specified in the *schedule*.

Complete fracture

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

Excess period

excess period means the waiting period expressed in days, before we make a payment. The period of days relevant to *your excess period* is specified under Excess Period in the *schedule*.

Hairline fracture

hairline fracture means mere cracks in the bone.

Limb

limb means the entire arm (being between the shoulder and wrist) or leg (being between the hip and the ankle).

Other fracture

other fracture means any fracture other than a *simple fracture*.

Permanent

permanent means lasting for 12 consecutive months and at the expiry of that time being beyond hope of improvement.

Permanent total disablement

permanent total disablement means *temporary total disablement* that has lasted for 12 consecutive months and at the expiry of that time is certified by a medical practitioner as:

- (a) being beyond hope of improvement; and
- (b) entirely preventing the *insured person* forever from engaging in any occupation, business, profession or employment for which the *insured person* is reasonably qualified by education, training or experience.

Salary

salary means:

- (a) in the case of a salaried *insured person*, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances;
- (b) in regards to a T.E.C. (i.e. total employment cost) or salary packaged *insured person*, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances), before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- (c) with respect to a self-employed *insured person*, the average gross weekly gross income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income, and in each case, derived during the six calendar months (or over such shorter period as they have been employed or self-employed) immediately preceding the *injury* or *sickness* giving rise to a claim under this *policy*.

Simple fracture

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

Temporary partial disablement

temporary partial disablement means the inability of the *insured person* to wholly and continuously engage in a substantial part of their *usual occupation*, and is under the regular care of and acting in accordance with the instructions or advice of a *medical practitioner*.

Temporary total disablement

temporary total disablement means the inability of the *insured person* to wholly and continuously engage in their *usual occupation*, and is under the regular care of and acting in accordance with the instructions or advice of a *medical practitioner*.

Tooth or Teeth

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

Usual occupation

usual occupation means the occupation predominantly performed by the *insured person* in the 12 months prior to the *injury* or *sickness* causing disability.

Extension of Cover

1. Exposure

If an *insured person* is exposed to the elements as a result of an *accident* and within 12 months of the *accident* suffers:

- (a) from any of the Injury Types in the Table of Benefits listed above; or
- (b) *temporary total disablement* or *temporary partial disablement* as a direct result of that exposure,

the *insured person's injury* will be deemed to have occurred on the date of the *accident*.

2. Disappearance

If, during the *period of insurance* and within the *scope of cover* relevant to the *insured person*, an *insured person* disappears in any manner whatsoever and their body has not been found within 12 months after the date of that disappearance, they will be deemed to have died as a result of an *injury* at the time of their disappearance.

Where the Accidental Death benefit under the Table of Benefits is payable because of a disappearance, we will only pay if the legal representatives of the *insured person's* estate give us:

- (a) a signed undertaking that these amounts will be repaid to us, if it is later found that the insured person did not die or did not die as a result of an *injury*; and
- (b) where the cause of the *insured person's* disappearance is unknown, a death certificate from the relevant jurisdiction's Registry of Births, Deaths and Marriages or equivalent, if one is able to be or has been issued within 12 months of the disappearance.

Conditions applicable to Disappearance cover

Where the cause of the *insured person's* disappearance is unknown, the disappearance must be reported;

- (i) to the local police and a written report obtained; and
- (ii) where the disappearance occurs outside the *insured person's country of residence*, to the applicable embassy, consulate or other representative of the *country of residence* and a written report obtained.

3. Escalation of claim benefit

After payment of a benefit for *temporary total disablement* or *temporary partial disablement* continuously for 12 months and again after each subsequent period of 12 months during which a benefit is paid, the benefit will be increased by the greater of:

- (a) 5%; or
- (b) the average percentage increase of the Australian Consumer Price Index (CPI) for the prior four quarters as published by the Australian Bureau of Statistics.

4. Rehabilitation expenses

Where we pay *temporary total disablement* or *temporary partial disablement* benefits, we will also reimburse expenses incurred for tuition or advice for the *insured person* from a licensed vocational school, provided such tuition or advice is undertaken with our prior written agreement and the agreement of the *insured person's medical practitioner*. However, we will not cover expenses that can be covered by Medicare or a private health insurer.

Payments under this provision will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of six months in total.

5. Guaranteed payment

If an *insured person* sustains an *injury* or suffers a *sickness* for which *temporary total disablement* benefits are payable, we will immediately pay 12 weeks benefits provided that proper medical evidence is provided from a *medical practitioner* certifying that the total period of *temporary total disablement* will be a minimum of 26 continuous weeks.

Conditions

1. The amount of any benefit payable for *temporary total disablement* will be reduced by the amount of any periodic compensation benefits payable under any Workers' Compensation or Accident Compensation Scheme and the amount of any sick pay received or disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under this *policy* shall not exceed the percentage of *salary* stated in the *schedule* and/or the actual *salary* of the *insured person*.
2. If as a result of *injury* or *sickness*, benefits become payable for *temporary total disablement* or *temporary partial disablement* and while this *policy* is in force, the *insured 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 *insured person* has worked on a full-time basis for at least six 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 *excess period* will be applied.
3. All benefits for *temporary total disablement* and *temporary partial disablement*, with the exception of cover provided under 5. 'Guaranteed Payment' above, will be payable monthly in arrears.
4. Benefits for *temporary total disablement* and *temporary partial disablement* for a period of less than one week will be paid for at the rate of one-fifth of the *weekly benefit* for each day during which disablement continues.
5. All benefits under this cover section will be payable to *you* or such person or persons and in such proportions as *you* nominate to us.
6. If as a result of *injury*, the *insured person* is entitled to *temporary total disablement* or *temporary partial disablement* benefits and subsequently becomes entitled to a benefit under Injury Types 2 or 3 under the Table of Benefits, all benefits payable for *temporary total disablement* and *temporary partial disablement* will cease from the date of such entitlement.
7. The benefit payable in respect of an *insured person* under 18 years of age for Injury Type 1 (Accidental Death) under the Table of Benefits will be \$25,000 and \$250,000 with respect to Injury Types 2-19 unless otherwise agreed in writing by us.
8. The benefit payable in respect of an *insured person* aged between 65 years and 75 years for Injury Type 1 (Accidental Death) under the Table of Benefits will be \$25,000 and \$100,000 with respect to Injury Types 3-19 unless otherwise agreed in writing by us.
9. In the event that the Capital Benefit Sum Insured as shown on the *schedule* is linked to the *insured person's salary*, and the *insured person* is not in receipt of a *salary* or wage, the benefit payable will be limited to 50% of the maximum Capital Benefit Sum Insured as shown on the *schedule* against their respective category of *insured person*.

Exclusions

In addition to the General Exclusions Applying to All Sections on page 19 benefits will not be payable:

1. to the same *insured person* for more than one of Injury Types 1 to 19 in the Benefits Table, in respect of the same *injury*;
2. unless otherwise stated in the *schedule*, for *temporary total disablement* and/or *temporary partial disablement* in excess of a total aggregate period of 156 weeks in respect of any one *injury* and/or *sickness*, except for *insured persons* aged above 65 years where the total aggregate period is limited to a maximum of 52 weeks;
3. for *temporary total disablement* and/or *temporary partial disablement* during the *excess period* stated in the *schedule*, calculated from the commencement date of the *injury* or *sickness*;
4. for *temporary total disablement* and/or *temporary partial disablement* in an amount which exceeds the percentage of *salary* stated in the *schedule* and/or the actual *salary* of the *insured person*;
5. unless the *insured person*, as soon as possible after the *injury* or first becoming aware of any *sickness* that is likely to give rise to a claim under this *policy*, obtains and follows proper medical advice from a *medical practitioner*;
6. for more than one occurrence of *temporary total disablement* and/or *temporary partial disablement* that occur at the same period of time;
7. for more than one of the surgical benefits described in Part D – Injury Resulting in Surgery in respect of any one *injury*;
8. for more than one of the surgical benefits described in Part E – Sickness Resulting in Surgery in respect of any one *sickness*;
9. with respect to *permanent total disablement*, *temporary total disablement* or *temporary partial disablement* with respect of an *insured person* over the age of 70 years; or
10. for *temporary total disablement* or *temporary partial disablement* with respect to any *sickness* which is wholly or partly attributable to childbirth or pregnancy except for unexpected medical complications or emergencies arising there from.

Additional Benefits

1. Independent financial advice

If an *insured person* sustains an *injury* for which benefits are payable under Part A – Accidental Death and Capital Benefits, for any of Injury Types 1-9 under the Table of Benefits, we will, in addition to payment of the benefit, and at *your* request, pay for professional financial advice in respect of the payment of the benefit.

Such advice will be provided by an independent financial advisor who is not a relative of the *insured person* and who is authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice. The maximum amount we will pay is \$5,000.

2. Dependent child assistance

Education fund supplement

If, an *insured person* suffers an *accidental death* and is survived by *dependent children*, we will pay to the *insured person's* estate \$5,000 for each surviving *dependent child* subject to a maximum benefit amount of \$15,000 with respect to any one family.

Orphaned benefit

If, an *insured person* and their *spouse or partner* suffer an *accidental death* resulting from the same event and they are survived by *dependent children*, we will pay to the *insured person's* estate, in addition to any benefit payable under Education fund supplement, \$10,000 for each surviving *dependent child* subject to a maximum benefit amount of \$30,000 with respect to any one family.

3. Partner retraining benefit

If, an *insured person* suffers *accidental death* or *permanent total disablement*, we will pay, at *your* request, up to \$10,000 towards the actual costs incurred for the training or retraining of the *insured person's spouse or partner*:

- (a) for the purpose of obtaining gainful employment;
- (b) to improve their employment prospects; or
- (c) to enable them to improve the quality of care they can provide to the *insured person*,

provided that:

- (d) the *spouse or partner* is aged under 65 years at the commencement of such training;
- (e) the training is provided by a recognised institution with qualified skills to provide such training; and
- (f) all such expenses are incurred within 24 months from the date the *insured person* suffered the *injury* for which the claim depends.

4. Unexpired membership benefit

If, an *insured person* suffers an *injury* which results in benefits being payable for:

- (a) a *capital benefit* of 100% (other than for *accidental death*); or
- (b) *temporary total disablement* or *temporary partial disablement* for which a *medical practitioner* certifies will continue for a minimum period of 26 weeks,

and in either case, is certified by a *medical practitioner* as preventing the *insured person* from continuing participation in any sport for which they have paid a membership, association or registration fee, we will pay the *insured person* a pro-rata refund of such fees paid for the current season up to an aggregate amount of \$500.

5. Home and/or motor vehicle modification benefit

If, an *insured person* suffers an *injury* which results in a *capital benefit* of 100% being payable (other than for *accidental death*), we will also pay up to \$10,000 for costs necessarily incurred to modify the *insured person's* home and/or motor vehicle, or costs associated with relocating the *insured person* to a suitable home provided that the modifications and/or relocation are certified to be necessary by a *medical practitioner*.

6. Miscarriage/premature child birth benefit

If, an *insured person* sustains an *injury* which results in:

- (a) them suffering a miscarriage; or
- (b) having to undergo a premature (that is less than 26 weeks gestation) child birth,

we will pay the *insured person* a lump sum benefit of \$2,500.

7. Funeral

In the event that an *insured person* suffers an *accidental death*, we will reimburse expenses up to a maximum of \$10,000 for the *insured person's* funeral, burial or cremation or costs (excluding funeral and interment costs) incurred in transporting the *insured person's* body or ashes and personal effects back to a place nominated by the legal representative of the *insured person's* estate.

8. Accommodation and transport expenses

If, an *insured person* sustains an *injury* and is admitted as an in-patient of a hospital, which is more than 100 kilometres from the *insured person's* normal place of residence, we will pay reasonable accommodation and transport expenses incurred by their *spouse or partner* and/or *dependant children* to travel to or remain with the *insured person*, up to a maximum of \$3,000.

9. Chauffeur benefit

If, an *insured person* suffers an *injury* or *sickness* for which *temporary partial disablement* benefits are payable, we will reimburse *you* up to \$200 per week for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the *insured person* directly to and from their normal place of residence and normal place of work for a maximum period of 26 weeks, provided that proper medical evidence is provided by a *medical practitioner* certifying that the *insured person* is unable to operate a motor vehicle or travel on other available modes of public transport.

10. Corporate image protection

If:

- (a) an *insured person*;
- (b) a group of *insured persons*; or
- (c) any person/s visiting *your* business premises (who for the purpose of this additional benefit only are considered to be *insured persons*),

suffer an *injury*, and in our opinion this is likely to result in a valid claim for payment of benefits for:

- (d) *Accidental Death*; or
- (e) *Permanent Total Disablement*,

we will reimburse *you* for reasonable costs (other than *your* own internal costs) incurred for the engagement of image and/or public relations consultants; and/or costs associated with the release of information through the media. Costs must be incurred within 15 days of, and directly in connection with, such *injury*, to protect and/or positively promote *your* business and corporate image.

The maximum amount we will pay is \$15,000 with respect to any one event and is subject to *you* giving us a signed undertaking that any amount paid to *you* will be repaid to us, if it is later found that a valid claim did not or will not eventuate.

11. Recruitment expense benefits

• Temporary replacement employee

If, an *insured person* sustains an *injury* for which *temporary total disablement* benefits are payable, we will reimburse *you* up to \$2,500 for reasonable costs (other than *your* own internal costs) incurred for recruitment of a temporary employee to continue the tasks of the injured *insured person*, provided that:

- (a) proper medical evidence is provided by a *medical practitioner* certifying that the total period of *temporary total disablement* will be a minimum of 26 continuous weeks; and
- (b) the costs are incurred within 30 days from the first day of *temporary total disablement*.

• Permanent replacement employee

If, an *insured person* suffers an *injury*, and in our opinion this is likely to result in a valid claim for payment of benefits for:

- (a) *Accidental Death*; or
- (b) *Permanent Total Disablement*,

we will reimburse *you* up to \$5,000 for reasonable costs (other than *your* own internal costs) incurred for recruitment of a replacement employee, provided the costs are incurred within the first 60 days from the date the *insured person* suffers the *injury*.

The maximum amount we will pay is \$25,000 with respect to any one event and is subject to *you* giving us a signed undertaking that any amount paid to *you* will be repaid to us, if it is later found that a valid claim did not or will not eventuate.

12. Coma Benefit

If an *insured person* sustains an *injury* for which benefits are payable under Cover 1 Personal Accident that:

- (a) directly causes or results in a continuous unconscious state; and
- (b) the *insured person* or his or her legal representative presents us with a *medical practitioner's* written opinion that confirms that the *injury* caused the *insured person* to be in such a continuous unconscious state,

we will pay the *insured person*, or his or her legal representative on his or her behalf, \$100 per day or part thereof of continuous unconsciousness, up to a maximum period of 120 days. This benefit will be payable in addition to any other amount paid or payable under this policy.

13. Visitors' Benefit

If, during the *period of insurance*, a third party visits *your* premises in connection with *your* business and sustains an *injury*, which, had the visitor been an *insured person*, would have resulted in a benefit payable under Cover 1 Personal Accident for *accidental death* or *permanent total disablement*, we will pay such third party, or his or her legal representative on his or her behalf, an amount of \$25,000.

General Exclusions Applicable to All Sections

We will not pay any benefits where death, *injury*, *sickness*, disability or liability arises from or is caused directly or indirectly from:

1. suicide, attempted suicide, or deliberately self-inflicted *injury* or *sickness*;
2. any deliberate, illegal or criminal acts committed by or on behalf of the *insured person*, or any other person acting with their consent or at their direction;
3. being in an aircraft or aerial device, unless as a passenger;
4. training for or participating in a *professional sport*;
5. radioactivity, or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
6. the dispersal, application or release of pathogenic or poisonous biological or chemical materials; or
7. engagement in active service in any armed force for any nation.
8. *war*, *civil war*, invasion, insurrection, revolution, use of military power or usurpation of government or military power in Australia or an *insured person's country of residence*, or any of the following countries: Afghanistan, Chechnya, Iraq, North Korea or Somalia.
9. any stress related or psychiatric related condition, including but not limited to, depression, post-traumatic stress disorder, neurosis, psychosis, mental or emotional stress or anxiety, physical fatigue, mental disease or associated disorders.
10. any *pre-existing condition*.
11. infection or complications from Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).

Claims Procedures

1. In the event of a claim

In the event of a claim, *you* must:

- (a) tell us what happened immediately. *You* can contact us on 132 687 or contact *your* intermediary, as soon as practicable;
- (b) complete our claim form and send it to us promptly if we request it; and
- (c) provide any other information or help which we may request to support *your* claim.

Where an *accident* causing *injury*, *sickness* or disability to an *insured person* occurs, the *insured person* must:

- (d) obtain and follow medical advice, including undertaking treatment, as prescribed from a *medical practitioner*; and
- (e) obtain a certificate from a *medical practitioner* confirming the nature and extent of the *injury*, *sickness* or disability.

After *you* have made a claim under *your policy*, we have the sole right to act in *your* name and on *your* behalf to negotiate or settle any claim. If we do this, it will be at our expense.

You must give us all the help and information we need to pursue these claims.

2. Reporting period

You must provide us with written notice of any occurrence likely to give rise to a claim within 30 days or soon as reasonably practicable after the date of the occurrence.

3. After your claim is accepted

After we have paid a claim under *your policy*, either in total or in part, we have the right to take over any legal right of recovery which *you* have. If we do this, it will be for our benefit and at our expense (if *you* have been fully reimbursed). *You* must provide full cooperation.

4. Payments in respect of Goods and Services Tax

When we make a payment to *you* or on *your* behalf, under *your policy* for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that *you* are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

When we make a payment to *you* or on *your* behalf, under *your policy* as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that *you* are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or supply.

5. Progress payments

If we have agreed that a claim is covered by *your policy* we will make reasonable progress payments.

General Terms and Conditions Applicable to Sections

The following general terms and conditions apply to *your policy*:

1. Precautions

You must take all reasonable care to prevent or minimise loss, damage, *injury*, *sickness* or liability, including *your* compliance with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

2. Medical examination or post mortem

We will be entitled at our expense to have any *insured person* medically examined or in the event of death, a post mortem examination carried out. We will give the *insured person* or their legal representative reasonable notice of the medical examination.

3. Cancellation

(a) *You* may cancel this *policy* at any time by notifying us in writing.

Notice of cancellation has the effect of cancelling this *policy* at 4.00pm on the day we receive *your* written notice or such later date *you* request.

(b) We may cancel this *policy* by notifying *you* in writing, if *you* are in breach of any of the terms or conditions, or for any other reason available at law.

Notice of cancellation has the effect of cancelling this *policy* at 4.00pm on the 30th business day, after the day on which notice was sent to *you*.

- (c) (i) After cancellation by *you*, we will be entitled to retain:
- (1) one and a half times the pro rata premium for the period during which the *policy* has been in force; and
 - (2) any tax or duty paid or owing for which we are unable to obtain a refund.
- (ii) After cancellation by us, *you* will be entitled to a refund on a pro rata basis in relation to the unexpired *period of insurance*.

You will not receive a refund if you have made a claim or you become entitled to make a claim under the policy which is greater than 65% of the premium paid.

4. Fraudulent claims

If *you* or any party covered by *your policy* makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused.

5. Other insurance and contribution

When *you* make a claim on *your policy* *you* must also supply us with written details of all other insurance policies that may also pay or partially pay that claim.

6. Alteration of risk

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage, *injury*, *sickness* or liability.

7. Notifications

All notices and communications to us must be made or confirmed in writing by *you* and sent to our office where *your policy* was issued. Other forms of communication will not be acted upon by us until confirmed in writing by *you*.

8. Proper law and jurisdiction

- (a) The construction, interpretation and meaning of the provisions of this *policy* will be determined in accordance with Australian law.
- (b) In the event of any dispute arising under this *policy*, including but not limited to its construction and/or validity and/or performance and/or interpretation, *you* will submit to the exclusive jurisdiction of any competent court in the Commonwealth of Australia.

9. Subrogation

You and all *insured persons* will at any time, at our request and expense, permit all reasonable steps required to enforce any rights to which we would be entitled, including but not limited to any necessary steps required to prosecute a person or group responsible for any unauthorised acts against an *insured person*.

10. Currency

All amounts under this *policy* are expressed and payable in Australian currency.

Except as otherwise provided, if a judgment is rendered, settlement is denominated or another element of loss under this *policy* is stated in a currency other than Australian dollars, payment under this *policy* will be made in Australian dollars at the cash rate of exchange for the purchase of Australian dollars in accordance with the Reserve Bank of Australia on the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

11. Renewal

This *policy* may be renewed with our consent provided *you* pay or agree to pay the required renewal premium.

12. Renewal Rewardz

If you renew *your policy* with us, and *your policy* has a *claims free status*, we will automatically apply the respective *base premium rate* discount, in accordance with the below **renewalRewardz Table**, to *your base premium rate* for that renewal year.

renewal Rewardz Table	
Renewal year	<i>Base premium rate</i> discount
1st	Not applicable
2nd	5.0%
3rd	7.5%
4th	10.0%
5th	15.0%
Each renewal year thereafter (maximum to be carried forward)	20%

Conditions

- You are only entitled to the renewal**Rewardz** *base premium rate* discount whilst *your policy* retains a *claims free status*.
- In the event that a claim is made against *your policy* all eligibility to the renewal**Rewardz** *base premium rate* discount is null and void.
- The discount entitlement will only be applied to the current *base premium rate* applicable at the time of renewal.

Definitions

Claims free status

claims free status means there has been no claims made against *your policy* for any *period of insurance* whilst *your policy* has been underwritten by us.

Base premium rate

base premium rate means the original base premium rate we determine and apply to the risks of this type and is not *your* expiring premium.

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