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**Accident & Health International Underwriting Pty Ltd**  
**INDIVIDUAL PERSONAL ACCIDENT AND/OR SICKNESS**  
**Product Disclosure Statement (PDS) and Wording**

This Product Disclosure Statement (PDS) contains two parts:

- Important information – contains general information about your Individual Personal Accident and/or Sickness Insurance policy; and
- The Individual Personal Accident and/or Sickness Insurance policy – contains terms and conditions of your insurance policy.

To assist you to locate specific terms in this PDS, a table of contents is provided.

Please read this PDS before applying for insurance.

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

If you need more information about this PDS or your policy, please contact your insurance adviser.

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## **IMPORTANT INFORMATION**

### **Accident & Health International (AHI)**

Accident & Health International Underwriting Pty Limited, ABN 26 053 335 952, AFS Licence no. 238261, is an underwriting agency specifically created to provide Personal Accident, Medical and Travel insurance. They have been in operation since March 1998 and act on behalf of CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, with full authority to quote and issue contracts of insurance, collect premiums and pay claims.

If you have any queries about this policy you should contact AAHI. Their contact details are in this document.

### **The Insurer**

The Insurer of the Policy is CGU Insurance Limited.

### **What is a Product Disclosure Statement**

This Product Disclosure Statement (PDS) contains information about the policy including the benefits and conditions, your rights as a client and other things you need to know to assist you to make an informed decision when choosing your insurance.

In this PDS:

- 'We', 'Our' or 'Us' means CGU Insurance Limited.
- 'You' means the person who will be named in the policy schedule as the insured and any person nominated by you from time to time for the insurance cover selected by you and for which the premium has been paid. The type of cover chosen will be shown on the policy schedule.

### **What The Policy Consists Of**

Your policy consists of:

- this printed Individual Personal Accident and/or Sickness Policy Document which sets out details of your cover and its limitations, and
- a schedule, approved by us, which sets out who is insured, the cover(s) selected, the period of insurance, the limits of liability, excesses and other important information. This is referred to as the Schedule/Schedule of Benefits in this policy document.

You should carefully read and retain your insurance policy document and current schedule. These documents should be read together as they jointly form the contract of insurance between you and us. Any new or replacement schedule we may send you, detailing changes to your insurance or the period of insurance, will become the current schedule, which you should carefully read and retain.

### **Our Agreement With You**

We will insure you for:

- injury and/or sickness as a result of one or more of the insured events, and
- the other benefits, as set out in this policy occurring during the period of insurance.

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This cover will be given on the basis:

- that you have paid or agreed to pay us the premium for the cover you selected when you applied for cover and which the current schedule indicates is in force,
- of the verbal and/or written information provided by you which you gave after having been advised of your Duty of Disclosure either verbally or in writing. If you failed to comply with your Duty of Disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or we may cancel your policy. If you have told us something which is fraudulent, we also have the option of voiding your policy from the effective date stated in the current schedule. For your assistance we have provided a full explanation of your Duty of Disclosure and the consequences of non-disclosure, under the heading “Your Duty of Disclosure”, on page 4.

### **Choosing The Most Suitable Cover**

You can choose one of the following types of insurance cover, which are explained below. The type of insurance cover you choose will be set out on your policy schedule.

#### ***Individual Personal Accident (IPA)***

We will pay you the benefit set out in your policy schedule if you suffer an Injury resulting from an accident during the currency of the policy. The Injury suffered must:

- be one of the type set out in the Insured Events table in this wording, and
- arise within twelve (12) calendar months from the date of the accident.

We will insure you for a period of up to 104 weeks, depending upon your age and the cover you have chosen. The details will be set out on your policy schedule.

We will insure you against Injury for:

- defined events 1-19 in the schedule
- a weekly accident benefit (temporary disablement Events 20 and 21)
- Broken Bones Event 22

There is no cover for Sickness if you insure under an Individual Personal Accident policy.

#### ***Individual Personal Accident & Sickness (IPA&S)***

We will insure you for an Injury (as detailed above) and include a weekly Sickness benefit, (Temporary Disablement Events 23 & 24).

We will insure you for a period of up to 104 weeks, depending upon your age and the cover you have chosen. The details will be set out on your policy schedule.

### **The Most We Will Pay**

The most we will pay for all claims under this Policy during any period of insurance is set out under the Limit of Liability in the policy schedule. Once the Limit of Liability has been paid, you will need to pay us further premium to reinstate the policy cover.

### **The Cost of Your Policy and Paying For Your Insurance**

The cost of your policy will be shown on the quotation provided, once all required information has been received. The cost of your policy is calculated based on age, occupation, claims experience and other information relative to the particular risk. For example, your involvement in an amateur sport such as martial arts.

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The cost of the policy is made up of premium, government taxes such as Goods & Services Tax (GST) and Stamp Duty, where applicable.

### **Your Duty of Disclosure**

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

The Act imposes a different duty the first time you enter into the policy with us to that which applies when you vary, renew, extend, reinstate or replace your policy. We set these two duties out below.

Your Duty of Disclosure when you enter into this policy with us for the first time:

You will be asked various questions when you first apply for this policy. When you answer these questions, you must:

- give us honest and complete answers,
- tell us everything you know, and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

Your Duty of Disclosure when you renew, vary, extend, reinstate or replace your policy:

When you renew, vary, extend, reinstate or replace the policy your duty is to tell us before the renewal, variation, extension, reinstatement or replacement is made, every matter known to you which:

- you know, or
- a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy.

What you do not need to tell us for either duty:

You do not need to tell us about any matter:

- that diminishes our risk,
- that is of common knowledge,
- that we know or should know as an insurer, or
- that we tell you we do not need to know.

Who do the above two duties apply to? Everyone who is insured under the policy must comply with the relevant duty. What happens if you or they do not comply with either duty? If you or they do not comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

### **Renewal Procedure**

Before this policy expires we will normally offer renewal by sending a renewal invitation advising the amount payable to renew this policy. It is important that you check the information shown before renewing each year to satisfy yourself that the details are correct.

### **Taxation Implications**

A claim paid in respect of weekly disability benefits is subject to personal income tax. For example, a payment under Insured Event 20 is subject to income tax and it is your responsibility to declare such benefit when completing your usual tax return.

Consult a tax consultant if you have any questions about the particular circumstances.

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## **Making A Claim and Your Excess (Deferral Period)**

An excess or deferral period may apply if you make a claim under this policy. An excess is the amount you pay when you make a claim. We may charge an excess depending on your age, occupation and the extent of cover chosen. The amount of any excess will be shown on your policy schedule.

If you need to make a claim please send a written notice of claim to AHI within thirty (30) days of the date of the Injury or sickness occurring. AHI will send you a copy of their claim form which will need to be fully completed. We will not be responsible for any payments under the policy unless this form is fully completed and returned. Any costs involved in the collection of information for the form are your responsibility.

You need to ensure that you have seen a qualified medical practitioner as soon as possible after the Injury as your benefits will only be paid from the date you first seek medical attention.

At any time after a claim has been lodged we may:

- request you to undergo medical or related examinations. In the event of death, we may require an autopsy;
- conduct enquiries into the circumstances of the claim;
- request your attending doctor or specialist to provide a progress report.

This will be at our expense.

Any payments under this policy will be to you or, in the event of your death, your legal representative.

## **Cooling-Off**

If you decide that you do not want the policy, you have a cooling off period of twenty-one (21) days from the date the policy was issued to cancel the policy. You must tell Us in writing that you wish to cancel the policy and we will repay the premium.

You cannot use this cooling-off period if the policy has already expired or if you have made a claim under it.

## **Dispute Resolution**

We and AHI will do everything possible to provide a quality service to you. If you have any concern or complaint AHI staff are always available to listen to you and to help where they can.

If, after talking to a staff member, you wish to take the matter further, AHI has a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to you within fifteen (15) working days. Please contact the Disputes Resolution Manager – see contact details in this Product Disclosure Statement.

If you are not happy with any decision and it relates to a claim, you may take your complaint to the Financial Ombudsman Service Limited (FOS), an independent and external dispute resolution body subject to eligibility. Access to the FOS process is free of charge to you.

Please contact AHI if you would like further information about the FOS or contact:

Financial Ombudsman Service Limited  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1300 780 808  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Web: [www.fos.org.au](http://www.fos.org.au)

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## **Privacy**

As part of AHI's dealings with you, we may need to collect personal information (and sometimes sensitive information such as health information) about you. We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

AHI will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with other companies within our group and third parties who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our privacy policy located at [www.acchealth.com.au](http://www.acchealth.com.au). Alternatively, contact us at [privacy@acchealth.com.au](mailto:privacy@acchealth.com.au) or (02) 9251 8700 and we will send you a copy.

You should obtain a copy of this policy and read it carefully. By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our privacy policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

## **Updating the PDS**

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided in this policy document. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this policy, we will provide you with a new PDS or a supplementary PDS.

## **Intermediary Remuneration**

CGU Insurance Limited pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary, you should ask your intermediary.

## **Financial Claims Scheme**

You may be entitled to payment under the financial claims scheme in the event that CGU Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 131 060.

## **Code of Practice**

CGU Insurance Limited is a signatory to the General Insurance Code of Practice developed by the Insurance Council of Australia. The aim of the code is to raise the standards of practice and service in the insurance industry. Further information is available on request.

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## Contact Details

Accident & Health International Underwriting Pty Limited  
ABN 26 053 335 952  
AFS Licence No: 238261  
Level 4, 33 York Street  
SYDNEY NSW 2000

Telephone: (02) 9251 8700  
Fax: (02) 9251 8755  
Website: [www.acchealth.com.au](http://www.acchealth.com.au)  
Email: [enquiries@acchealth.com.au](mailto:enquiries@acchealth.com.au)

## The Insurer

CGU Insurance Limited  
ABN 27 004 478 371  
AFS Licence No: 238291  
388 George Street  
SYDNEY NSW 2000

Telephone: 131532  
Website: [www.cgu.com.au](http://www.cgu.com.au)

This Product Disclosure Statement was prepared on 1<sup>st</sup> January 2014. A&H International are authorised to distribute this Product Disclosure Statement.

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## INDIVIDUAL PERSONAL ACCIDENT AND SICKNESS POLICY

### IMPORTANT NOTICE

Accident & Health International Underwriting Pty Ltd (hereinafter called AHI) gives notice that this contract has been effected under an Authority, given to AHI by The Company. AHI has entered into the Contract as an agent of The Company and not an agent of the Insured. A commission is payable by Us to AHI for arranging the insurance.

All cover under this Policy is subject to:

1. The Payment of premium;
2. The terms and conditions contained in this Policy Document and in the Schedule;
3. The limits of liability referred to in the Policy.

Subject to the terms, conditions, exclusions and limitations contained in this Policy, this Policy provides cover for Disablement caused by Injury only or by Injury and Sickness and Benefits are payable in the circumstances set out in the Policy. The particular cover which applies to You and which You selected when You applied for this insurance is referred to in the schedule which forms part of this Policy.

If You are not entirely satisfied with this Policy You may cancel it by returning it to Us within twenty-one (21) days of the date of receipt. We will refund Your premium and the Policy will be treated as though it never existed.

### IMPORTANT DEFINITIONS

For the purpose of this Policy, the following important definitions apply:

DEFERRAL PERIOD is the period stated in the Schedule during which no Benefits are payable for Temporary, Total or Partial Disablement.

SALARY means

1. Your Guaranteed Income for the twelve (12) months following the Injury or Sickness;
2. If You have no Guaranteed Income for the twelve (12) months following the Injury or Sickness, then the average of Your Income (as defined) for the preceding twelve (12) months or over such shorter period provided You have been continuously employed or engaged in Your occupation or business for a period of at least three (3) months.
3. If You do not meet 1 or 2 above, then Your Salary shall be Nil.

GUARANTEED INCOME means Your Income that You can prove or substantiate.

INCOME means

1. If You are an employee, Your gross weekly rate of pay exclusive of bonuses, commission, overtime payments and any allowances;
2. If You are not an employee, Your gross weekly Income derived from personal exertion after deducting any expenses necessarily incurred by You in deriving that Income.

INJURY means bodily Injury resulting from an accident which is an external event that occurs fortuitously to the Insured Person during the Period of Insurance and results in any of the Insured Events specified in the Table of Benefits within twelve (12) calendar months from the date thereof. Injury does not include:

- a. any consequences of an Injury which are ordinarily described as being a disease including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
- b. an aggravation of a pre-existing Injury;
- c. any other Pre-Existing Condition;
- d. any degenerative condition.

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LOSS OF USE means loss of, by physical severance, or total and Permanent loss of the effective use of the part of the body referred to in the Table of Benefits.

PERIOD OF INSURANCE means the period stated in the Schedule.

PERMANENT in relation to disablement means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

TOTAL DISABLEMENT means disablement which entirely prevents You from engaging in Your usual occupation or employment, or any other occupation or employment for which You are suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of Your life.

PRE-EXISTING CONDITION means:

1. in respect of Injury:  
a condition with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the inception of his or her Policy.
2. in respect of Sickness:
  - i. a condition or side-effect with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the inception of his or her Policy. If any form of cancer is a Pre-Existing Condition, then there is no cover for cancer or cancer-related conditions.
  - ii. a condition caused by a Pre-Existing Condition.

Any medical condition that You have suffered from or been treated for, irrespective of whether a complete recovery has occurred, is still treated as a Pre-Existing Condition.

ARRANGEMENT DATE is the date cover was arranged by Us.

SCHEDULE includes any current Schedule or renewal or variation of this Policy.

SICKNESS means illness or disease which is not a Pre-Existing Condition and which must continue for a period of not less than seven (7) days from the date You first sought treatment for the Sickness from a legally qualified medical practitioner.

TEMPORARY PARTIAL DISABLEMENT means disablement which entirely prevents You from carrying out a substantial part of the duties normally undertaken by You in connection with Your usual occupation or employment.

TEMPORARY TOTAL DISABLEMENT means disablement which entirely prevents You from engaging in Your usual occupation or employment.

INSURER means CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, of 388 George Street, Sydney, New South Wales, 2000, Australia.

AHI means Accident & Health International Underwriting Pty Ltd, ABN 26 053 335 952, AFS Licence No. 238261, of Level 4, 33 York Street, Sydney, New South Wales, 2000, Australia.

YOU/YOUR is the Insured Person named in the Schedule. If the Insured is not the Insured Person, then YOU/YOUR in connection with the payment of premium, the General Conditions and receipt of Benefits means the Insured and in connection with the circumstances in which entitlement to Benefits arise means the Insured Person.

THE COMPANY means CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, of 388 George Street, Sydney, New South Wales, 2000, Australia, a company duly incorporated under the laws of Australia and registered in New South Wales, Australia.

WE/OUR/US means CGU Insurance Limited.

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## EXTENT OF COVER

If, as a result solely and directly of:

1. Injury, You suffer from Temporary Total Disablement or any of the following Insured Events set out in the Table of Benefits;
2. Sickness, You suffer from Temporary Total Disablement;

We will pay the compensation set out in that Table. However, all Insured Events including Disablement must occur within twelve (12) months of the Injury or Sickness (as the case may be).

## TABLE OF BENEFITS

### INSURED EVENTS

### THE COMPENSATION

being a percentage of the Sum Insured or the Sum Insured stated in the Schedule

Injury resulting directly in:

1. Death	1.	100%
2. Permanent Total Disablement	2.	100%
3. Permanent and incurable paralysis of all limbs	3.	100%
4. Permanent Total Loss of sight of both eyes	4.	100%
5. Permanent Total Loss of sight of one eye	5.	100%
6. Permanent Total Loss of Use of two limbs	6.	100%
7. Permanent Total Loss of Use of one limb	7.	100%
8. Permanent and incurable insanity	8.	100%
9. Permanent Total Loss of hearing in		
a. both ears	9a.	80%
b. one ear	9b.	20%
10. Permanent Total Loss of four fingers and thumb of either hand	10.	80%
11. Permanent Total Loss of the lens of one eye	11.	60%
12. Permanent Total Loss of Use of four fingers of either hand	12.	50%
13. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	13.	50%
14. Permanent Total Loss of Use of one thumb of either hand		
a. both joints	14a.	30%
b. one joint	14b.	15%
15. Permanent Total Loss of Use of fingers of either hand		
a. three joints	15a.	10%
b. two joints	15b.	7.5%
c. one joint	15c.	5%
16. Permanent Total Loss of Use of toes of either foot		
a. all - one foot	16a.	15%
b. great - both joints	16b.	5%
c. great - one joint	16c.	3%
d. other than great, each toe	16d.	1%
17. Fractured leg or patella with established non-union	17.	10%
18. Shortening of leg by at least 5cm	18.	7.5%
19. Permanent Total Disablement not otherwise provided for under Insured Events 9 to 18 inclusive	19.	Such percentage of the Sum Insured as We shall in Our absolute discretion determine and being in Our opinion not inconsistent with the compensations provided under Insured Events 9 to 18 inclusive. The maximum amount payable is fifty thousand (\$50,000) dollars.

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## TABLE OF BENEFITS

### INSURED EVENTS

### THE COMPENSATION

being a percentage of the Sum Insured or the Sum Insured stated in the Schedule

20. Temporary Total Disablement caused directly and solely by Injury	20. During such Disablement, the Weekly compensation as specified or 85% of Your Salary as defined whichever is the lesser.
21. Temporary Partial Disablement caused directly and solely by Injury	21. 40% of the amount payable for Insured Event 20.
22. Broken Bone Benefits caused directly and solely by Injury	
a. Neck or spine (full break)	22a. \$2,000
b. Hip, pelvis	22b. \$500
c. Skull, shoulder blade	22c. \$200
d. Collar bone, upper leg	22d. \$200
e. Upper arm, kneecap, forearm, elbow	22e. \$150
f. Lower leg, jaw, wrist, cheek, ankle, hand, foot	22f. \$100
g. Ribs	22g. \$100
h. Finger, thumb, toe	22h. \$50
Maximum compensation any one accident	\$2,000
23. Temporary Total Disablement caused directly and solely by Sickness	23. During such Disablement, the Weekly compensation as specified or 85% of Your Salary as defined whichever is the lesser
24. Temporary Partial Disablement caused directly and solely by Sickness	24. 40% of the amount payable for Insured Event 23.

An Example of a claim under Death & Capital Benefits, Events 1-19:

If an Insured Person selected \$50,000 sum insured for Death & Capital Benefits Events 1-19 and suffered an Injury resulting directly in death (Insured Event 1) the benefit received would be 100%, equalling \$50,000.

Should an Insured Person suffer an Injury resulting in Permanent total loss of four fingers of either hand (Insured Event 12), the benefit received would be 50%, equalling \$25,000.

### ADDITIONAL BENEFITS

#### 1. Exposure

If as a result of an Injury occurring during the Period of Insurance You are exposed to the elements and suffer from any of the Insured Events set out in the Table of Benefits as a direct result of that exposure, We will pay compensations accordingly.

#### 2. Disappearance

If You disappear following the disappearance, sinking or wrecking during the Period of Insurance of a conveyance in which You were then travelling and Your body has not been found within one (1) year after the date of disappearance, We will pay a compensation on the assumption that You died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance.

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## GENERAL CONDITIONS AND LIMITATIONS

1. Compensation shall not be payable for more than one of the Insured Events 1-19 in respect of the same Injury, in which case the highest compensations will be payable.
2. Any compensation payable for Insured Events 1-19 shall be reduced by any sum already paid for Insured Events 20 and 21 in respect of the same Injury.
3. Compensation payable to Insured Persons under eighteen (18) years of age for Insured Events 1-19 shall be 10% of the minimum Sum Insured stated in the Table of Benefits unless otherwise specified.
4. Weekly compensation for Temporary Total Disablement shall be limited to the Sum Insured stated in the Schedule or 85% of Your Salary, whichever is the lesser. If You receive benefits from any other source Our payments will be reduced by those benefits and We will pay the difference up to 85% of Your Salary. If You redeem or commute or settle Your entitlement to benefits/Income from any other source, Our payments under this Policy will immediately cease.
5. We will pay one-seventh (1/7th) of the Weekly compensation for each day of Disablement where Disablement lasts for less than a week. However, no compensations are payable for Temporary Total Disablement resulting from Sickness unless You have been disabled for not less than seven (7) consecutive days.
6. The Weekly compensation payable for Temporary Total Disablement shall be reduced by the amount of any Workers' Compensation entitlement or any other payment which You are entitled to receive from any insurance policy.
7. No Weekly compensation shall be payable for Disablement during the Deferral Period.
8. No further compensation will be payable under this Policy and all cover under this Policy will cease if:
  - 8.1 You become entitled to the payment of a Sum Insured being 100% of the Sum Insured stated in the Schedule;
  - 8.2 You become entitled to the payment of Weekly compensation for the maximum period stated in the Schedule. The maximum period is one hundred and four (104) weeks from the date You first become entitled to the payment of weekly compensation except for persons aged sixty (60) years to sixty five (65) years where the benefit period is fifty-two (52) weeks, .
  - 8.3 You become entitled to both a Sum Insured as stated in the Schedule and Weekly compensations and You are paid 100% of the Sum Insured stated in the Schedule and Weekly compensations for the total period stated in the Schedule.
9. No compensations are payable unless as soon as possible after the happening of any Injury or Sickness You obtain and follow medical advice from a legally qualified medical practitioner. Your benefit commences from the time You first sought medical attention following Your Injury of Sickness.
10. You must give Us immediate written notice if You take out any other insurance with any Insurer providing for weekly compensations of a similar kind which, together with this insurance, will exceed Your Earnings.
11. Written notice of claim must be given to Us within thirty (30) days after the occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible.
12. Upon receipt of a notice of claim, We shall submit Our usual claim form for completion. We shall not be liable to make any payment under this Policy unless the claim form is properly completed and all information reasonably required by Us has been furnished at Your expense.

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13. The benefits of this policy depend on You or any person covered by this policy giving Us any reasonable information and help We require. This includes giving Us written statements of documents We consider relevant. We may also require You or any person covered by this policy to attend Court to give evidence. You must help Us even when We have paid Your claim. If You do not co-operate Your payments may be suspended.
  14. We may at Our own expense conduct any medical examination or examinations or arrange for an autopsy to be carried out. We may also at any time during Your claim ask for further information or appoint a person to conduct further enquiries into the nature and circumstances of the claim.
  15. We may request a progressive claim form be completed by Your attending physician or specialist.
  16. No action at law shall be brought to recover on this Policy prior to the expiration of sixty (60) days after Our reasonable requirements in connection with a claim have been met. No such action shall be brought after the expiration of three (3) years after the date of the Injury or Sickness (as the case may be) giving rise to the claim.

No action at law or equity shall be brought or maintainable unless and until the parties have first participated in a formal mediation process before a mediator appointed by agreement or failing that by the president of the law society of that state the claimant ordinarily resides. The costs of any mediator shall be borne equally by the parties.

17. This Policy may be cancelled by You at any time by giving Us written notice, in which case We shall retain a proportion of the premium calculated at Our usual short-term rates for the time the Policy has been in force. We may cancel this Policy in accordance with the provisions of the Insurance Contracts Act. Upon cancellation by Us, We shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.
18. All cover under this Policy shall cease upon Your attaining the age of sixty-five (65) unless otherwise indicated on the Schedule.
19. All Weekly compensations shall be paid monthly in arrears.
20. All compensations shall be paid to You, or in the case of Your death, to Your legal personal representative.
21. If a sum is shown in the Schedule as being the Aggregate Limit of Liability, We shall not be liable to pay compensations under this Policy totalling in all more than the Aggregate Limit of Liability Sum Insured for all claims arising under this Policy during the Period of Insurance shown in the Schedule, including any current Schedule.
22. Any claim or benefit paid under this policy will be paid in the same currency as premium quoted.

## **EXCLUSIONS**

No compensations are payable under this Policy for any Insured Event resulting from Injury or Sickness:

1. which is deliberately self-inflicted or caused by You, including suicide or attempted suicide whether sane, insane or under any mental distress;
2. which occurs as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority;
3. which results from You engaging in air travel except as a passenger in any properly licensed aircraft;
4. which results from You engaging in or taking part in naval, military or air force service or operations;

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5. which results from You engaging in or taking part in or training for professional sports of any kind;
  6. which is attributable wholly or partly to childbirth or pregnancy or the complications of these;
  7. which occurs as a result of the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
  8. which is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
  9. which results from a criminal or illegal act committed by You;
  10. which results from You being under the influence of alcohol or an illegal drug or there is more alcohol or drugs in Your blood than the law permits;
  11. which results from You directly or indirectly suffering from stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder;
  12. which results from any Pre-Existing Condition (as defined);
  13. where You receive sick leave payments;
  14. which results from any code of football.
  15. which results from losses arising from nuclear, chemical or biological terrorism. terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:
    - a. influence a government or any political division within it for any purpose, and/or
    - b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose;
  16. which results from racing and/or time trials of any form, other than on foot.

## **GOVERNING LAW AND JURISDICTION**

This policy shall be governed and construed in accordance with the laws of Australia. Any dispute under this policy shall be resolved in accordance with the laws of Australia.

## **SUBROGATION:**

If We make any payments under the Policy to an Insured Person, then, to the extent You or the Insured Person may have a cause of action for loss or damage against any third party in respect of the facts, matters and circumstances which gave rise to the payments being made under the Policy, then We have a right of subrogation and repayment including any claim for interest by way of an action which may be brought in the name of You and/or the Insured Person against such third party. Both You and the Insured Person must provide reasonable cooperation to Us in pursuing any such right.

If the Insured Person brings a claim for loss or damage in their own name against a third party in respect of the facts, matters and circumstances which gave rise to the payments being made under this Policy, then the Insured Person must include in their claim any payments which may be recoverable from the third party including a claim for interest (recoverable payments) and should the Insured Person recover damages against the third party either by way of settlement or judgment then the Insured Person must repay to Us out of any such damages the recoverable payments which the insured received under this Policy. We will provide reasonable cooperation to the Insured Person and their legal advisers in bringing any such action.