

Voluntary workers protection policy



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Product Disclosure Statement and Policy Wording

The insurer of this product is:

Wesfarmers General Insurance Limited ABN 24 000 036 279, trading as Lumley Insurance.

AFS Licence No. 241461

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IMPORTANT CUSTOMER INFORMATION

About our Product Disclosure Statement and Policy Wording

This document (which is our Product Disclosure Statement and Policy Wording) contains important information to help you understand Lumley Insurance's Voluntary Workers Protection Insurance. Before you decide whether to proceed, you need to read this document carefully to understand its features, benefits and risks.

Other documents may form part of our Product Disclosure Statement (PDS). If they do we will tell you in the relevant document.

How this insurance works

This insurance is entered into with the insured and is designed to provide cover in relation to certain insured persons who fall within the eligibility criteria.

When the insured applies for insurance it completes an application and we use the information supplied to decide the terms of cover we will provide. We provide cover on the terms contained in this document, and any other document including the most recent Schedule that we issue to the insured.

The Schedule contains important information relevant to the insurance including who the insured is, who the insured persons will be, the Period of Insurance, the Premium, the applicable benefits and limits, and whether any standard terms have been varied by way of endorsement.

All of these make up the insured's "Policy" with us.

Before expiry, we will send the insured a renewal notice which states whether we will renew and on what terms. The renewal notice will state what is required.

Insured persons who fall within the agreed eligibility criteria get automatic access to the cover we have agreed to provide under the Policy by way of a statutory right under section 48 of the *Insurance Contracts Act 1984* (Cth). They are not contracting insureds. The insured does not act as our agent, does not hold this insurance on trust for insured persons and is not authorised to provide any advice to an insured person on it.

We do not provide this document or any notices in relation to it to insured persons. This is the responsibility of the insured. Where an insured person has an option to elect whether to access this cover or not by performing an act which brings them within the eligibility criteria, the insured is required by law to give them a copy of this document and the other Policy documents (which comprise part of our PDS), before they do so, to ensure that they understand the cover they are accessing and their rights and obligations.

It is important that the insured and insured persons read the Policy carefully and keep the documents that comprise it together in a safe place.

Services Provided By Lumley Insurance and General Advice Warning

Lumley Insurance is an Australian Financial Services Licensee and is authorised under its licence to deal in and provide general advice on this insurance.

Any advice we or our representatives provide is general only and does not take into account your personal objectives, financial situation or needs. Because of this you should, before acting on the advice, decide if it is right for you and consider the information contained in this document carefully.

Lumley Insurance's employees are paid an annual salary and possibly bonuses on performance criteria and achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to you unless they tell you otherwise.

Summary of cover

By way of summary, the principal cover available is:

- **Injury Cover** – if an insured person suffers a defined Injury during the Period of Insurance and this results within 12 consecutive calendar months in one of the covered Events set out in the Table of Benefits specified, we will pay the insured person (or such other persons we specify) the applicable capital or weekly benefits listed for the relevant Event.

We only cover the events specified as covered in the Schedule. Read the full terms, conditions and exclusions of the Policy for a full explanation of the cover.

IMPORTANT CUSTOMER INFORMATION (continued)**Significant matters relevant to the cover of which you need to be aware**

The relevant Injury must be accidental, must occur solely, directly and independently of any other cause or condition and first occur during the Period of Insurance and after the insured person accesses cover during that period, and excludes any bodily injury, congenital or degenerative condition.

Sickness is not covered by this Policy.

Weekly benefits payable are calculated according to the insured person's "Earnings". Earnings are the pre tax income received by the insured person from the insured. They do not include any income earned from the insured as a result of any employment or services provided on a seasonal or temporary basis only. . Earnings only cover income earned by the insured person from their own personal exertion or labor and not from that of other persons unless we specifically agree otherwise in writing.

We only provide cover up to the amount(s) and limits and sum(s) insured and for the period of time specified in the Policy and subject to its other terms, conditions and exclusions. We don't provide any advice on whether it is appropriate or adequate for your needs. Where appropriate you should seek advice from an appropriately licensed and qualified person, because if you don't sufficiently cover yourself for your potential loss you may have to bear any uninsured loss yourself.

No weekly benefits are payable from the time an insured person attains the age of 65 years of age or retires from earning an income, or ceases to actively seek employment or work for an income or takes a voluntary redundancy, whichever is the earlier, unless we have agreed otherwise in writing.

An Aggregate Period will apply if specified in the Schedule. This is the maximum period of time for which we will pay weekly benefits for any one Injury.

An Aggregate Limit of Liability will also apply if specified in the Schedule. This means we will not pay more than that amount for all claims arising under the Policy made by all insured persons during the Period of Insurance.

A "Deferral Period" applies for disability claims. No weekly compensation is payable for the relevant disablement in or for that period of time. After that time we will begin our payments subject to the terms of the Policy. We agree on the period with the insured and it is specified in the Schedule. A similar period applies for disability claims arising from sporting injuries (see Exclusions).

When you may not be covered

We may refuse to pay or reduce the amount we pay under a claim in certain circumstances. In particular, where an exclusion applies or if the insured person does not comply with the terms and conditions of the Policy.

An insured person's access to cover may end before the Period of Insurance ends. For example, if they fall outside the eligibility criteria by reaching a certain age, or if the insured cancels the Policy. Insured persons need to make sure they understand when this can occur.

We may cancel the Policy in certain circumstances permitted by law e.g. if the insured fails to comply with a condition or breaches its duty of disclosure. See General Conditions for details. If this happens the cover for insured persons will also cease but this will not affect the rights of any person which arose before cancellation.

If the insured fails to comply with its duty of disclosure or makes a misrepresentation when applying for cover:

- which is fraudulent, we may treat the Policy as if it was never effected and the insured and insured persons will not be entitled to cover.
- which is not fraudulent, we will not reduce our liability under the Policy in respect of a claim made by an insured person. We will however be entitled to cancel the Policy in accordance with our cancellation rights (see General Conditions).

IMPORTANT CUSTOMER INFORMATION (continued)

Cost of the insurance

The insurance provided is subject to the Insured's payment or agreement to pay the Premium we require by the agreed time. In order to calculate the Premium, we take various factors into consideration, including:

- the type of cover requested;
- the type of insured persons who can access the cover;
- the Sum(s) Insured and limits;
- the Insured's previous insurance history.

Your Premium also includes amounts that take into account our actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies (for example Stamp Duty, GST and any Fire Services Levy where applicable) in relation to your Policy. We will tell you when you apply what Premium is payable, when it needs to be paid and how it can be paid.

Insured persons may need to pay the insured an amount in order to access the cover. The insured will inform the insured person if any amount is payable and how and when it must be paid before they access cover. Any such amount payable is not Premium as insured persons are not contracting parties.

Duty of Disclosure

Before you enter into your Policy with us, you have a duty under the *Insurance Contracts Act 1984* (Cth) to disclose to us every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

The Act imposes a different duty the first time you enter into your Policy with us, to that which applies when you renew, vary, extend or replace it.

Your Duty of Disclosure when you enter into your Policy with us for the first time

We will ask you various questions when you first apply for your Policy that are relevant to our decision whether to accept the risk of insurance and, if so, on what terms. When you answer those 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 know.

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

When you renew, extend, vary or reinstate your Policy, your duty is to disclose to us before the renewal, extension, variation or reinstatement, every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

What you do not need to tell us

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or, in the ordinary course of business, ought to know;
- as to which compliance with your duty is waived by us.

Who does the Duty of Disclosure apply to?

The duty of disclosure applies to you and everyone that is an insured under the contract of insurance.

What happens if you or they do not comply with the Duty of Disclosure?

If you, or they, fail to comply with the duty of disclosure, we may be entitled to reduce our liability under your Policy in respect of a claim or cancel it. If the non-disclosure is fraudulent, we may be able to treat your Policy as if it was never effected.

IMPORTANT CUSTOMER INFORMATION (continued)

Cooling off rights

Even after the insured makes a decision to purchase the insurance, it still has cooling off rights. It can return the insurance by notifying us in writing within 21 days of cover commencing and we will refund the Premium paid unless something has occurred for which a claim may be payable. Even after this cooling off period ends it still has cancellation rights (see General Conditions). If the insured cancels the policy the cover for insured persons ceases from that time.

Confirming Transactions

You may contact us in writing or by phone to confirm any transaction under this insurance if you or your broker, adviser or intermediary do not already have the required confirmation details.

Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self regulatory code for use by all insurers. We are a signatory to the Code of Practice. The Code aims to raise the standards of practice and service in the insurance industry.

If you require further details please contact your nearest Lumley Insurance office or visit our website at www.lumley.com.au.

How to make a claim

The General Conditions Section tells you what you need to do.

For certain cover you may need to provide us with receipts and other documentary evidence in order to claim. Make sure you also keep these in a safe place.

Complaints - Internal and External Complaints Procedure

If you have a complaint, please write to us and explain what your complaint is and the reasons behind it.

We will then either resolve or attempt to resolve your complaint immediately and refer the matter to our Internal Dispute Resolution Committee (IDRC) if it is unresolved.

If you are not satisfied with the decision of the IDRC, you may be able to access the services of an independent external dispute resolution body called Financial Ombudsman Service (FOS).

If you require further information about our dispute resolution process, please contact us.

Privacy

We are bound by the National Privacy Principles of the *Privacy Act 1988* (Cth) when we collect and handle your personal information.

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling. We also collect your personal information to conduct market or customer satisfaction research and to develop and identify products and services that may interest you. If necessary, we may collect your health and other sensitive information, but we will obtain your consent before doing so unless the collection is required or permitted by or under law.

We disclose personal information to persons we deal with in providing our services to you, for example, reinsurers, insurance intermediaries, insurance reference bureaus, credit reference agencies, our and your advisers and those involved in the claims handling process, for the purposes of assisting us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it. By providing your personal information to us, you consent to us making these disclosures.

Without this information, we may not be able to provide you with the services you require.

When you give us personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us and the types of third parties we may provide it to, the relevant purposes we and the third parties will use it for, and how they can access it. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

If you would like a copy of our Privacy Policy, would like to seek access to or correct your personal information, or opt out of receiving materials we send, please contact us.

IMPORTANT CUSTOMER INFORMATION (continued)**Updating our Product Disclosure Statement**

We may need to update the information contained in our PDS from time to time (where allowed by law). We will issue the insured with a new PDS or a Supplementary PDS to update the information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this product, we may issue the insured with a notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by calling us).

Compensation Arrangements

The *Corporations Act 2001* (Cth) requires licensees to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of this Act, unless an exemption applies. We are exempt from this requirement because we are an insurer supervised by the Australian Prudential Regulation Authority and subject to the prudential requirements of the *Insurance Act 1973* (Cth).

Our contact details

If you or your broker, adviser or intermediary need to contact us, have any questions or would like any further information regarding this insurance, contact us using the contact details provided in this document or where relevant, our agent or local office.

COVER

DEFINITIONS

In the Policy some words have a special meaning (whether expressed in the singular or the plural) and we define them below:

"we", "us" "our" and **"Lumley Insurance"** means the insurer, Wesfarmers General Insurance Limited ABN 24 000 036 279, trading as Lumley Insurance.

"insured" means the person or entity named as such in the Schedule.

"insured person" means any eligible voluntary worker who has access to the cover under the Policy in accordance with the Policy terms and conditions and is engaged in the type of work described in the Schedule.

Access shall not commence until the date the person meets the eligibility criteria agreed with the insured and specified in the Schedule or other document issued by us.

Access shall end at the time:

- the Period of Insurance ends or the Policy is cancelled by us or the insured;
- the person is no longer eligible to be an insured person;
- 4.00p.m. Local Standard Time of the third business day after the day on which we advise the insured in writing that the person is no longer eligible for access or such later time as we may specify in the notice.

To assist you the following words have been printed with the first letter capitalised wherever they appear in the Policy.

"Accident" and **"Accidental"** means a sudden, external, violent, visible, unusual and specific event which occurs fortuitously and is unforeseen or unintended by the insured person and which occurs at an identifiable time and place.

"Aggregate Limit of Liability" means the maximum amount we will pay for all claims arising under the Policy made by all insured persons during the Period of Insurance.

"Aggregate Period" means the maximum period of time for which we will pay any weekly benefits for any one Injury irrespective of whether claims are made under this Policy or another policy held by the insured or insured person with us, unless we have agreed to provide that cover in excess of this one. The relevant aggregate period is specified in the Schedule.

"Deferral Period" means the period for which no compensation is payable by us specified in the Schedule, commencing with the first day of Total Disablement or Partial Disablement for which medical treatment was sought in respect of an Injury.

"Earnings" means:

1. in the case of an employed insured person the weekly pre-tax income, excluding commissions, bonuses, overtime payments and shift work payments, averaged during the period of **six (6) months** immediately preceding the commencement of disability or over such shorter period as he or she has been employed; or
2. in the case of a self-employed insured person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over twelve (12) months immediately preceding the commencement of the disability or over such shorter period as they have been self employed. The only income caught is that earned by the insured person from their own personal exertion or labour and does not include income earned as a result the personal exertion of other persons.

"Fingers or Toes" means the digits of a hand or foot.

"Injury" means Accidental bodily injury to an insured person first occurring during the Period of Insurance and whilst the insured person has access to cover, which occurs solely, directly and independently of any other cause or condition (such as but not limited to, any other bodily injury, sickness, illness, disease, degenerative or congenital condition). It includes exposure resulting from a mishap to a conveyance in which the insured is travelling.

DEFINITIONS (continued)

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

"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.

"Medical Practitioner" means a legally qualified and registered medical practitioner who is not the insured person or a relative of the insured person and who is acting within the scope of their registration and pursuant to the relevant laws.

"Paraplegia" means Permanent, total and entire paralysis of both legs and part or whole of the lower half of the body.

"Period of Insurance" means the period stated in the Schedule. It does not refer to any prior period of insurance if this policy is a renewal of a previous policy. Each period is treated as separate.

"Permanent" means lasting twelve (12) consecutive calendar months and which is certified by an independent Medical Practitioner at the expiry of that period as beyond hope of improvement.

"Permanent Total Disablement" means a Total Disablement which has continued for twelve (12) consecutive months from the date of the Injury which has caused the insured person's disablement; and at the end of the twelve (12) month period is certified by an independent Medical Practitioner as being beyond hope of improvement and entirely preventing the insured person from forever engaging in their usual occupation, profession or business, or any other occupation, profession or business for which the insured person is qualified by education, training or experience, where the insured person is under the regular care of and acting in accordance with the professional advice of a Medical Practitioner.

"Policy" means this document, the Schedule and any other document we issue to the insured which may vary or renew the standard terms of cover. These documents need to be kept in a safe place.

"Quadriplegia" means Permanent, total and entire paralysis of both arms and both legs.

"Schedule" means the most current schedule, certificate and endorsements we provide to the Insured which contains details of the cover specific to the Insured.

"Temporary Partial Disablement" means the temporary inability of the insured person to engage in a substantial part of their usual occupation, profession or business or any other occupation, profession or business for which the insured person is reasonably qualified by education, training or experience, where the insured person is under the regular care of and acting in accordance with the professional advice of a Medical Practitioner.

"Temporary Total Disablement" means Total Disablement which is not Permanent Total Disablement.

"Total Disablement" means the insured person is wholly and continuously prevented from engaging in their usual occupation, profession or business or any other occupations profession or business for which the insured person is reasonably qualified by experience, education or training, where insured person is under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner.

THE AGREEMENT BETWEEN YOU AND US (YOUR POLICY)

In return for your payment of the Premium or your agreement to pay it to us within the time we require, we agree to indemnify you against loss, damage or liability caused by a covered event occurring during the Period of Insurance, subject to the terms, conditions and exclusions of your Policy.

COVER SECTIONS

INJURY COVER (Only applicable if specified as covered in the Schedule)

If an insured person suffers an Injury which results solely, directly and independently of any other cause or condition in any of the Events 1-21 in the Table of Benefits below and the Event:

- (a) is specified as applicable in the Schedule; and
- (b) occurs within 12 calendar months of the Injury,

we will pay the insured person (or in the case of death, to their legal personal representative, or such other person or entity as we may specify in the Policy) the compensation specified for the relevant Event as a percentage of the Capital Sum shown in the Schedule, subject to the other terms, conditions and exclusions of the Policy.

TABLE OF BENEFITS

The Compensation for the following Events (where specified as applicable in the Schedule) shall be payable as a percentage of the Capital Sum Insured specified in the Schedule. The benefits are subject to the Limitations on Coverage section below as well as the other limits, exclusions and conditions that apply under the Policy.

THE EVENTS		COMPENSATION	
Capital benefits - specified as a percentage of the Capital Sum Insured in the Schedule			
1.	Permanent Quadriplegia	1.	100%
2.	Permanent Paraplegia	2.	100%
3.	Permanent total loss of entire sight of both eyes	3.	100%
4.	Permanent total Loss of Use of two Limbs	4.	100%
5.	Permanent total Loss of Use of one Limb and one eye	5.	100%
6.	Accidental loss of life	6.	100%
7.	Permanent total Loss of Use of one Limb	7.	80%
8.	Permanent total loss of entire sight of one eye	8.	80%
9.	Permanent total loss of hearing in	9. a)	60%
	a) both ears	9. b)	15%
	b) one ear		
10.	Permanent total Loss of Use of 4 fingers & thumb of either hand	10.	65%
11.	Permanent total loss of the lens of one eye	11.	40%
12.	Third degree burns (with or without resultant disfigurement) which covers more than 40% of the entire external body	12.	50%
13.	Permanent total Loss of Use of 4 fingers of each hand	13.	40%
14.	Permanent total Loss of Use of 1 thumb of either hand:	14. a)	20%
	a) both joints	14. b)	15%
	b) one joint		
15.	Permanent total Loss of Use of fingers of either hand:	15. a)	10%
	a) three joints	15. b)	7.5%
	b) two joints	15. c)	5%
	c) one joint		
16.	Permanent total Loss of Use of toes of either foot:	16. a)	15%
	a) all one foot	16. b)	5%
	b) big toe, both joints	16. c)	3%
	c) big toe, one joint	16. d)	1%
	d) other than big toe, each toe.		
17.	Fractured leg or patella with established non-union	17.	10%
18.	Shortening of leg by at least 5cm	18.	7.5%
19.	Permanent disability not otherwise provided for under Events 9 to 18 above inclusive	19.	Such percentage of the Capital Sum Insured as we in our absolute discretion determine being in our opinion consistent with the benefits provided for in Conditions 9 to 18 inclusive.

COVER SECTIONS (continued)**Weekly benefits**

- | | | |
|-----|---|--|
| 20. | Temporary Total Disablement caused directly and solely by Injury | During such disablement, the weekly compensation as specified in the Schedule or Earnings, whichever is the lesser. |
| 21. | Temporary Partial Disablement caused directly and solely by Injury. | 25% of the amount payable for Insured Event 20 when 'no light or alternate duties' are available or undertaken or, the difference between the earnings derived from 'light or alternate duties' and the weekly compensation as specified in the Schedule or Earnings, whichever is the lesser. |

ADDITIONAL BENEFITS**Disappearance**

If an insured person disappears following the disappearance, sinking or wrecking of a conveyance in which they were then traveling which occurred during the Period of Insurance and when they were an insured person, 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 Injury at the time of the disappearance, sinking or wrecking of the conveyance, subject to receipt of a signed undertaking by the person to whom the claim is paid that any payment will be refunded if it is later demonstrated that the insured person did not die as a result of an Injury.

Exposure

If an insured person is exposed to the elements as a result of an Accident occurring during the Period of Insurance and while they are an insured person, and they suffer from any of Events 1 – 18 as a direct result of that exposure, they will be deemed for the purpose of the Policy to have suffered an Injury on the date of the Accident.

Broken Bones Benefit

If the insured person suffers an Accidental Injury resulting directly in broken or fractured bones, we will pay the corresponding benefits specified below.

The Event	The Benefit
Other Fracture of neck, skull or spine	\$3,000
Other or Simple Fracture of hip	\$1,500
Other Fracture of jaw, pelvis, leg, ankle or knee	\$1,000
Simple Fracture of ankle, knee, leg	\$ 750
Other Fracture of arm, elbow or wrist	\$ 500
Simple Fracture of nose or collarbone	\$ 300
Simple Fracture of finger, thumb, foot or toe	\$ 100

“**Simple Fracture**” means a fracture in which in the opinion of a Medical Practitioner is a basic and uncomplicated break of bone.

“**Other Fracture**” means any fracture other than a Simple Fracture.

Compensation under this Benefit shall not be payable for more than one Event in respect of the same Injury, in which case the highest compensation will be payable.

COVER SECTIONS (continued)**Rehabilitation Additional Benefit "Optional"**

This benefit applies only if specified as applicable in the Schedule.

If an insured person is paid a weekly benefit under any of the payable conditions under this policy we will also pay for the costs incurred by the insured person for participation in a return to work program, if:

- we consider the program reasonable; and
- the insured person's Medical Practitioner agrees,

up to a maximum of \$5000.

Funeral Expenses -

In the event of the death of an insured person by Accident, we will pay the cost of the funeral expenses incurred up to \$5,000. Costs must be verified by receipts and not payable under any other scheme or insurance.

LIMITATIONS ON THE COVER

1. Specific limitations applicable to compensation benefits under Events 1-19

In respect of Events 1-19:

- (a) compensation shall not be payable for more than one Event in respect of the same Injury, in which case the highest compensation will be payable.
- (b) compensation payable shall be reduced by any sum already paid for Events 20 and 21 in respect of the same Injury.

2. Specific limitations applicable to weekly compensation benefits

The following apply in relation to weekly compensation benefits:

- (a) we will pay one-seventh (1/7th) of the weekly compensation for each day disablement lasts for less than a week.
- (b) no weekly compensation shall be payable for disablement during the Deferral Period.
- (c) If as a result of Injury, compensation benefits become payable and while the Policy is in force the insured person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or 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 (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new Injury.
- (d) no further compensation will be payable under the Policy and all cover will cease for an insured person if:
 - (i) the insured person becomes entitled to the payment of a Sum Insured being 100% of the Sum Insured stated in the Schedule;
 - (ii) the insured person becomes entitled to the payment of weekly compensation for the Aggregate Period stated in the Schedule;
 - (iii) the insured person becomes entitled to both a Sum Insured as stated in the Schedule;
 - (iv) weekly compensation and they are paid 100% of the Sum Insured stated in the Schedule and weekly compensation for the maximum period stated in the Schedule;
 - (v) the insured person ceases to live in Australia;
 - (vi) the insured person attains the age of 75 years of age or in the case of weekly benefits the insured person attains the age of 65 years or retires from earning an income;
 - (vii) ceases to actively seek employment or work for an income or takes a voluntary redundancy, whichever is the earlier, unless we have agreed otherwise in writing;
 - (viii) All weekly compensation shall be paid in arrears and will cease on the death of the insured person.

3. General limitations on benefits

The following general limits apply in relation to compensation benefits:

- (a) compensation benefits shall not be payable beyond the date of the insured person's death with the exception of the death benefit if this is included in the Schedule.
- (b) if a sum is shown in the Schedule as being the Aggregate Limit of Liability, we shall not be liable to pay compensation under the Policy totaling in all more than the Aggregate Limit of Liability Sum Insured for all claims arising under the Policy made by all insured persons during the Period of Insurance shown in the Schedule.

EXCLUSIONS

No compensation is payable under the Policy for any Injury or event:

1. resulting from any consequences of declared or undeclared war or any act thereof, invasion or civil war;
2. resulting from taking part in any sporting activities;
3. resulting from taking part in or training for flying or other aerial activities, otherwise than as a fare paying passenger in an aircraft that is authorised to fly under a law that relates to the safety of aircraft;
4. resulting from a deliberately self inflicted injury or suicide;
5. resulting from elective, non-essential or cosmetic surgery;
6. resulting from Hernia;
7. resulting from sexually transmitted Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC);
8. which occurs after the insured person attains seventy five (75) years of age or before the insured person reaches the age of 15 years;
9. resulting from the insured person engaging in any illegal conduct or criminal act;
10. resulting from the racing or preparation for racing for any motor propelled conveyance or sailing vessel;
11. resulting from direct or indirect suffering from stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder;
12. resulting from any incident caused by, arising out of, or in connection with the use of alcohol by the insured person, or the insured person being under the influence of any quantity of alcohol or of any drug unless prescribed by a Medical Practitioner;
13. resulting from any incident caused by, arising out of, or in connection with, the use or presence of asbestos;
14. resulting from any incident involving the use of unregistered motorcycle/s, or motorcycles over 250cc engine capacity;
15. resulting from any congenital, degenerative, or any repetitive strain related disability;
16. if the insured person agrees not to seek compensation from another person(s) or organisation(s) that are or may be liable to compensate them for any loss which is covered by the Policy;
17. for which the insured person has received any medication or received treatment or advice for treatment in the twelve (12) month period prior to them accessing cover under the Policy;
18. to the extent that the payment of which would constitute "health insurance business" as defined under the *National Health Act 1953* (Cth) or would result in a breach of the provisions of the *Health Insurance Act 1973* (Cth);
19. resulting from any sickness or disease;
20. for losses arising as a result of infectious disease, where an infectious disease is defined as Highly Pathogenic Avian Influenza or any diseases declared to be quarantinable diseases under the Australian *Quarantine Act 1908* and subsequent amendments.

EXCLUSIONS (continued)**21. Terrorism exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto it is agreed that the Policy excludes death, sickness, injury, illness, disease, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion Act of Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes death, injury, sickness, illness, disease, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

GENERAL CONDITIONS

1. Cancellation

- (a) The insured may cancel the Policy at any time by telling us in writing.
Cancellation by the insured will be effective when we receive the request.
- (b) We may cancel the Policy by giving the insured written notice and in accordance with the law, including where the insured has:
- (i) made a misrepresentation to us before the Policy was entered into;
 - (ii) failed to comply with the Duty of Disclosure;
 - (iii) failed to comply with a provision of the Policy including failure to pay the Premium;
 - (iv) made a fraudulent claim under the Policy or any other Policy during the time the Policy has been in effect;
 - (v) failed to notify us of a specific act or omission as required by the Policy;
 - (vi) failed to tell us about any changes in the circumstances of the risk during the Period of Insurance.
- (c) If we cancel the Policy, we will advise the insured in writing (we do not notify insured persons) and cancellation will take effect at whatever is the earlier of the following times:
- (i) when another contract of insurance is taken out by the insured to replace the Policy; or
 - (ii) at 4.00p.m. Local Standard Time of the third day after the day on which notice was given to the insured or such later time as we may specify in the notice.

After cancellation and subject to the cooling off period rights (see Important Customer Information section), we will keep the Premium for the period that the Policy was in force and we will return to the insured not less than 90% of the Premium for the period from the date the Policy was cancelled to the due date of the Policy. There is no refund if we have paid any benefit under the Policy to an insured person.

2. Other insurance (applicable to insured persons)

To the extent permitted by law, when other insurance applies to a covered loss, we will pay only in excess of the other insurance, limited to the indemnity being provided under the Policy.

Should an insured person make a claim under the Policy they must advise us of any other insurance which may cover the loss.

3. What you must do if you need to claim (applicable to insured persons):

- (a) Within thirty (30) days after the occurrence of any Event in respect of which a claim has arisen or may arise, provide written notice of this or written proof of loss, to us at any of our offices in Australia;
- (b) Compensation shall not be payable unless you shall as soon as possible after the happening of any Injury giving rise to a claim under the Policy procure and follow proper medical advice from a Medical Practitioner;
- (c) As often as reasonably required by us, submit to medical examination on our behalf and at our expense;
- (d) Provide all information, certificates and evidence required by us at your expense in such form and of such nature as we shall prescribe;
- (e) In the case of your death entitle us to have a post-mortem examination at our expense;
- (f) If you do not meet these requirements we may, to the extent permitted by law, refuse to pay a claim.

GENERAL CONDITIONS (continued)**4. Claims Payment Procedure (applicable to insured persons)****(a) Report of Claim Forms**

We will, upon receipt of a notice of claim furnish such forms as are usually required by us for filing proof of loss.

(b) Time of the Payment of Claim

Compensation other than periodic payments will be paid immediately upon acceptable and verifiable written proof of the event. Periodic payment will be paid monthly, after the Deferral Period or any other such period that may apply and all documentation required by us is provided to us. Refer to the GST clause below for details of the GST impact on any claim settlement.

(c) Subrogation

We have the right to recover from any person, in the name of the insured person, the amount of any claim paid under the Policy and we have full discretion in the conduct, settlement or defence of any such claim in the insured person's name.

5. Renewing the Policy

This Policy may be renewed by the insured with our consent from term to term, by payment of the Premium in advance at our Premium rate in force at the time of renewal. Each renewal shall be a new contract between the insured and us.

6. GST/ Tax or Imposts (applicable to insured persons)

All amounts insured by this Policy exclude GST.

Any claim settlements, up to the total of all amounts insured, will exclude GST. However, if there is a shortfall between the GST applicable to your claim settlement (being the claim settlement multiplied by the GST rate) and the amount of input tax credit a person claiming is entitled to for that GST we will pay this shortfall in addition to the claim settlement.

We will not be liable to pay any GST, or any fine, penalty or charge that the insured or an insured person is are liable for, arising out of the misrepresentation of, or failure to disclose, their proper input tax credit entitlement in the settlement of any claim or payment of any Premium relating to the Policy.

Where we believe we will become liable for any tax or other imposts levied by any Commonwealth or State government, authority or body in connection with the Policy, we may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under the Policy in the manner and to the extent we determine to be appropriate to take account of the tax or impost.

7. Jurisdiction and service of suit

This insurance is subject to the laws of the State or Territory in Australia where the Policy was issued.

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 (as the case may be) giving rise to the claim.

8. Notices

We will give the Insured any notice in writing. It will be effective from the earlier of the time of:

- (a) delivery to the Insured personally; or
- (b) posted to the Insured's address last known to us.

It is important you tell us of any change of address as soon as possible.

GENERAL CONDITIONS (continued)**9. Changing the Policy**

Any change to the Policy we agree with the insured becomes effective when we tell the insured we have agreed to it, or we give the insured a new Schedule or endorsement detailing the change.

10. Audit

If premium on this Policy has been calculated on any estimates given by the Insured, the Insured will allow us to inspect such details as we may require and following the expiry of each Policy Period supply us with a correct statement of the details relevant to this insurance so that the premium for that period may be calculated and the difference paid or allowed to the Insured as the case may be.