



Journey Accident Insurance

Product Disclosure Statement & Policy Wording

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IMPORTANT INFORMATION

Introduction

This Product Disclosure Statement (PDS) contains important information about this insurance to assist in the making of a decision in relation to it.

Any advice that may be contained within this PDS or accompanying materials is General Advice only. General Advice is advice that has been prepared without considering the Insured's individual objectives, financial situation or needs nor those for whom the Insured is effecting the Policy. Such matters should be considered in determining the appropriateness of this product.

This PDS was prepared on 10 September 2021.

About Solution Underwriting

Solution Underwriting Agency Pty Ltd (ABN 68 139 214 323) (AFSL 407780) ("Solution Underwriting") of Level 5, 289 Flinders Lane, Melbourne VIC 3000 acts under a binding authority provided by Allied World to issue, alter, renew and otherwise to administer policies. In all aspects of arranging this Policy, Solution Underwriting acts as an agent of Allied World and not as agent for You or any Insured Person.

If the Insured has any queries in relation to this Policy, contact Solution Underwriting in any of the following ways:

Postal Address: Level 5, 289 Flinders Lane, Melbourne VIC 3000

Telephone: +61 3 9654 6100

Email: a&h@solutionunderwriting.com.au

Web: www.solutionunderwriting.com.au

About the Insurer

This Policy is underwritten by the Australia branch of Allied World Assurance Company, Ltd (ABN 54 163 304 907) of 264 George Street, Australia Square Level 21, Sydney, NSW 2000 (Phone: +61 2 8015 2500) ('Allied World', or unless otherwise specified or unless the context otherwise requires, "We", "Us" or "Our"). Allied World is authorised by the Australian Prudential Regulation Authority ('APRA') to carry on insurance business in Australia.

Allied World does not hold an Australian Financial Services Licence (AFSL) and therefore does not provide any licensed financial services unless an exemption to do so applies.

Financial Claims Scheme

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

Our contract with the Insured

This Policy is a contract of insurance between the Insured and Us and contains all the details of the cover that We provide. The Policy consists of:

- the Policy Schedule;
- this PDS and Policy Wording
- any proposal or application completed by the Insured;
- any endorsement or other document We tell You forms part of the Policy which may vary or modify the above documents.

These documents should be read together as they jointly form the contract of insurance between the Insured and Us.

Group Insurance Policy

An Insured Person's access to this Policy is solely by reason of the statutory operation of Section 48 of the *Insurance Contracts Act 1984* (Cth). An Insured Person is not a contracting insured and does not enter into any agreement with Us.

An Insured Person's access to cover:

- a. begins from the time the relevant person meets the criteria specified in the Policy Schedule and becomes an Insured Person; and
- b. ends at the earliest of the following events:
 - i. when the relevant person no longer meets the criteria specified in the Policy Schedule for an Insured Person; or
 - ii. at the end of the Period of Insurance; or
 - iii. when the Policy is cancelled by Us or the Insured;

whichever occurs first.

- c. Cover in respect to an Insured Person's Spouse/Partner and/or Dependent Children will end on the earlier of:
 - i. the date insurance cover in respect of the Insured Person terminated in accordance with above; or
 - ii. the date such Spouse/Partner and/or Dependent Children ceases to be a Spouse/Partner and/or Dependent Children.

If an Insured Person makes a claim under the Policy then such person will have the same obligations to Us as if they were the Insured and We will have the same rights against the Insured Person as We would have against the Insured.

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

Cooling-Off Period

There is a 21 day cooling-off period. If the Insured wishes to cancel the Policy, the Insured can cancel it from its date of issue by contacting Solution Underwriting in writing within 21 days of its date of issue.

We will refund all of the Premium (and Agency Fee if applicable) less any non-refundable government charges, taxes and levies that We have paid.

The Insured cannot exercise this right, if the Insured has made a claim under the insurance during the cooling-off period.

Even after this cooling-off period ends, the Insured still has cancellations rights. See General Provisions.

Privacy

In this Privacy Statement the use of:

1. 'We', 'Us' and 'Our' means the Allied World and Solution Underwriting;
2. 'You' and 'Your' means the Insured and the Insured Person;

unless specified otherwise.

We are committed to protecting Your privacy. We are bound by the obligations of the *Privacy Act 1988* (Cth). This sets out basic standards relating to the collection, use, storage and disclosure of personal information.

The primary purpose for Our collection, use, storage and disclosure of Your personal information is to enable Us to provide insurance services to You.

We need to collect, use and disclose Your personal information (which may include sensitive information) in order to consider Your application for insurance and to provide the cover You have chosen, administer the insurance and assess any claim. You can choose not to provide Us with some of the details or all of Your personal information, but this may affect Our ability to provide the cover, administer the insurance or assess a claim.

We may disclose the personal information We collect to third parties who assist Us in providing the above services, such as related entities, distributors, agents, insurers, reinsurers and service providers. Some of these third parties may be located outside of Australia. In all instances where personal information may be disclosed to third parties who may be located overseas, We will take reasonable measures to ensure that the overseas recipient holds and uses Your personal information in accordance with the consent provided by You and in accordance with Our obligations under the *Privacy Act 1988* (Cth).

Personal Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from Your insurance intermediary or co-insureds). If You provide personal information for another person You represent to Us that:

- You have the authority from them to do so and it is as if they provided it to Us;
- You have made them aware that You will or may provide their personal information to Us, the types of third parties We may provide it to, the relevant purposes We and the third parties We disclose it to will use it for, and how they can access it. If it is sensitive information We rely on You to have obtained their consent on these matters. If You have not done or will not do either of these things, You must tell Us before you provide the relevant information.

You are entitled to access Your personal information and request correction if required.

In dealing with Us, You consent to Us using and disclosing Your personal information as set out in both Allied World and Solution Underwriting's Privacy Policies. This consent remains valid unless You alter or revoke it by giving written notice to Allied World's and Solution Underwriting's Privacy Officer. However, should You choose to withdraw Your consent, We may not be able to provide insurance services to You.

Allied World's Privacy Policy contains information on the kinds of personal information Allied World collects and holds, how Allied World does so and the purposes for which Allied World collects, holds, and discloses personal information. It also contains information on how Allied World can access Your personal information, how You can seek correction of such information or make a privacy related complaint and when Allied World is likely to disclose personal information to third parties and overseas recipients, including the countries in which Allied World is likely located.

You can download a copy of Allied World's Privacy Policy by visiting <http://www.alliedworldinsurance.com/australia> or request a copy to be sent to You by calling (02) 8015 2500.

Solution Underwriting's Privacy Policy which is available at www.solutionunderwriting.com.au or by calling Solution Underwriting, sets out how:

- Solution Underwriting protects Your personal information;
- You may access Your personal information;
- You may correct Your personal information held by Us;
- You may complain about a breach of the *Privacy Act 1988* (Cth) or Australian Privacy Principles and how Solution Underwriting will deal with such a complaint.

If You would like additional information about privacy or would like to obtain a copy of the Privacy Policy, please contact Solution Underwriting's Privacy Officer by:

Postal Address: Level 5, 289 Flinders Lane, Melbourne VIC 3000

Phone: +61 3 9654 6100

Email: solution@solutionunderwriting.com.au

You can download a copy of Solution Underwriting's Privacy Policy by visiting www.solutionunderwriting.com.au.

Duty of Disclosure

For Insureds who are not a natural person, before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, which may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us something

If You do not tell Us anything You are required to tell Us, Your contract may be cancelled or the amount payable under Your contract may be reduced if You make a claim, or both.

If Your failure to tell Us is fraudulent, Your claim may be rejected and not paid, and the contract may be treated as if it never existed.

Individuals

If You are the Insured and a natural person, a different duty of disclosure to the one set out above applies to You. Please contact Your intermediary so that You can be informed of the duty of disclosure that applies to You.

How to make a Claim

The Insured must notify Corporate Services Network (“CSN”) as soon as reasonably possible but in any event no later than within thirty (30) days of an event that is likely to give rise to a claim. A failure to furnish Us with notice within the time provided in the Policy will not invalidate any claim but the amount payable under Your contract may be reduced to the extent to which We have suffered any prejudice due to such failure.

Once notified of a claim, CSN will provide the Insured with claim forms. The Insured must fully complete and return the claim forms to CSN together with such other information and documentation that CSN requires in order to consider the claim. This information can include health certificates, medical practitioners’ reports, employer reports and related evidence of the claim.

You can notify an event and/or claim by sending notice to:

Corporate Services Network

Email: claims@csnet.com.au

Phone: +61 2 8256 1770

Address: GPO Box 4276, Sydney, NSW, 2001

The Cost of the Policy and Paying for the Insurance

Premium

All cover is subject to the payment of Premium and the terms, conditions, exclusions and provisions of this Policy.

The Premium payable by the Insured will be shown on the Policy Schedule. The Premium is calculated taking into consideration a number of risk factors including the number of employees covered by the Policy, the sums insured and the Insured’s previous insurance history.

Premiums are subject to government charges, taxes and levies where applicable. They can include GST, stamp duty, and any other charges.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of this Policy include:

Commission: Solution Underwriting may receive a commission payment from Us when the Policy is issued, varied or renewed. For details of the relevant commission paid, please refer to the Policy Schedule, the Financial Services Guide or contact Solution Underwriting directly.

Agency Fee: An agency fee may be charged by Solution Underwriting for administration and compliance costs associated with Solution Underwriting’s role in the distribution of this product. This agency fee is in addition to the Premium and is noted separately in the tax invoice issued. The agency fee is not refundable in the event of cancellation unless the Policy is cancelled within the cooling-off period or is a full-term cancellation. For details of the agency fee payable, please refer to the Financial Services Guide or contact Solution Underwriting directly.

Non-Payment of Premium

If the Insured fails to pay the Premium by the due date or within 120 days of inception of the Policy, or if the payment method is dishonoured and therefore We have not received the payment by the due date, We will have the right to cancel the Policy. Unless We tell the Insured, any payment reminder We send does not change the expiry of the cover or the due date of the Premium.

Renewal Procedure

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

Updating the Policy

We will not make any material change to the Policy after the start of the Period of Insurance. Where a change is made to the Policy We will issue the Insured with new Policy Documents or other compliant document to update the relevant information except in limited cases. A paper copy of any updated information is available to the Insured at no cost by contacting Solution Underwriting.

Receiving the Policy Documents

The Insured may choose to receive the Policy documents:

- electronically, including but not limited to email; or
- by post.

If the Insured tells Solution Underwriting to send the Policy documents by email, Solution Underwriting will send them to the email address that the Insured has provided. This will continue until the Insured tells Solution Underwriting otherwise or until Solution Underwriting advises that this method is no longer suitable. Each electronic communication will be deemed to be received by the Insured twenty-four (24) hours after it leaves Solution Underwriting's information system. If the Insured does not tell Solution Underwriting to send the Policy documents electronically, the Policy documents will be sent to the mailing address that the Insured has provided.

The Insured is responsible for ensuring that the email and mailing address that Solution Underwriting has is up to date. Please contact Solution Underwriting to change email or mailing address.

Tax Implications

For the purposes of the below provisions for Taxation Implications, the use of:

- 'We', 'Us' and 'Our' means the Allied World and Solution Underwriting;
- 'You' and 'Your' means the Insured and the Insured Person (insofar as it is applicable).

The following taxation information is only a guide. 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.

Pay As You Go Withholding Taxes ('PAYGW') may be withheld from any payments to You deemed to be taxable income in Your hands.

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 may be reduced by the amount of any input tax credit You or another person are entitled to for those expenses.

Complaints and Dispute Resolution Process

Allied World and Solution Underwriting are committed to meeting and exceeding our clients' reasonable expectations whenever possible and would like to know if your reasonable expectations haven't been met. You are entitled to make a complaint about any aspect of your relationship with Solution Underwriting or Allied World including the conduct of our agents and authorised representatives. Solution Underwriting or its agent, or in the case of Allied World, its agent, will attempt in good faith to resolve any complaint/dispute in a fair, transparent and timely manner.

We aim to align with the General Insurance Code of Practice and comply with any relevant Australian Securities and Investments Commission (ASIC) guidelines.

Any complaint relating to this insurance should be referred to Solution Underwriting in the first instance:

Email: solution@solutionunderwriting.com.au

Phone: +61 3 9654 6100

Mail: Complaints Manager
Solution Underwriting Pty Ltd
Level 5, 289 Flinders Lane
Melbourne Victoria 3000

If we do not make a decision within the period that we tell you we will respond, we will tell you about your right to lodge a complaint with an external dispute resolution scheme. If you are not happy with our response, you can refer your complaint to the Australian Financial Complaints Authority ('AFCA') subject to its rules. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its rules.

AFCA's contact details are:

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

If you require further information, you can access our Complaints and Dispute Resolution Process on Solution Underwriting's website at <https://www.solutionunderwriting.com.au/complaints/>.

Summary of Insurance

This is a general summary only and does not form part of the Policy and cannot be relied on as a full description of the cover provided.

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

What the Policy covers

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

| | |
|--|---|
| Accidental Permanent Total Disablement | Lump sum Accidental Permanent Total Disablement benefit – one hundred (100) percent of the amount shown in the Policy Schedule. |
| Accidental Death | Lump sum Accidental Death benefit – one hundred (100) percent of the amount shown in the Policy Schedule. |
| Exposure to the elements and disappearance | Includes lump sum benefits for death and/or disablement as a result of exposure to the elements as a result of an Injury or Disappearance. |
| Fractured bones and loss or damage to Teeth | Lump sum benefit - % of the amount shown in the Policy Schedule. |
| Temporary Total Disablement and Temporary Partial Disablement benefits | Weekly disablement benefits as a result of an Injury for Temporary Total Disablement and Temporary Partial Disablement as shown in the Policy Schedule. |
| Weekly benefits | Weekly benefits are payable for a maximum period as specified in the Policy Schedule. |
| Personal Wellbeing | Accidental HIV Infection Benefit, Advanced Payment, Dependent Child Benefit, Independent Financial Advice, Modification and Rehabilitation Benefits, Domestic Help Benefit, Student Tutorial Benefit and Escalation of Claim Benefit. |
| Corporate Protection | Cover for Corporate Image Protection, Disappearance, Replacement Staff/ Recruitment Costs, Funeral Expenses, Chauffeur Benefit and Workplace Modification. |

What the Policy doesn't cover

No benefits are payable under the Policy where the Injury:

| | |
|--|---|
| War, Civil War | Occurs as a result of War or warlike operations, civil unrest or political unrest. |
| Professional Sports | Results from the Insured Person engaging in, participating or training for professional sport of any kind, or the sport where the Insured Person earns the majority of their Income. |
| Air travel | Results from engaging in air travel or aerial activities except where the Insured Person is travelling as a passenger in a properly licensed aircraft. |
| Intentional or self-inflicted | Is deliberately self-inflicted or intentionally caused by the Insured Person. |
| Criminal acts | Results from a criminal act committed by the Insured Person or any other beneficiary of the benefits under this insurance. |
| Age limits | Occurs after the Insured Person reaches seventy-five (75) years of age. |
| Sickness and Pre-Existing Medical Conditions | Results from Sickness or Pre-Existing Medical Conditions as defined. |
| Nuclear exposure or radioactivity | 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 waste from the combustion of nuclear fuel. |
| Health Insurance Act | Results in Us contravening the <i>Health Insurance Act 1973</i> (Cth), the <i>Private Health Insurance Act 2007</i> (Cth) or the <i>National Health Act 1953</i> (Cth). |

When can Weekly Benefits be reduced or not paid

| | |
|--|---|
| Lump Sum Benefits | No benefit shall be payable for more than one (1) condition in respect of the same Injury, in which case the highest benefit will be payable. |
| Waiting Period | No weekly benefits are payable for disablement during the Waiting Period stated in the Policy Schedule. |
| Beyond the maximum benefit period | As specified in the Policy Schedule, in respect to any one (1) Injury. |
| Able to return to work in a reduced capacity | Weekly benefits will be reduced to twenty-five (25) percent if the Insured Person is able to return to work with the Insured Person's employer but elects not to do so. |
| Fit to return to work | Once the Insured Person is deemed fit to return to work by a Doctor. |
| Death | Weekly and other benefits will cease when the Insured Person dies. |
| Failure to follow medical advice | If the Insured Person fails to follow the advice of or undertake the recommended treatment by a Doctor for the current disability. |

COVERAGE

Subject to the terms, conditions and exclusions contained in this Policy, We will cover Insured Persons or the Insured against Events described in this Policy, provided that:

1. the Insured has paid or agreed to pay the Premium required for this insurance by the due date; and
2. the type of cover is specified in the Policy Schedule as applying to the Insured Person.

GENERAL DEFINITIONS

For the purpose of the PDS and Policy, the following important definitions apply when used in this document. Any word or expression to which a specific meaning has been given in any part of this document shall bear this meaning wherever it may begin with a capital letter:

Accident means an incident that happens unexpectedly and unintentionally resulting in an Injury.

Accidental Death means the death of an Insured Person as a result of an Accident.

Civil War means a state of armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups, including armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.

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

Dependent Child/Children means an Insured Person's and/or their Spouse/Partner's unmarried dependent children (including step or legally adopted children) as long as they are under nineteen (19) years of age, or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, primarily dependent on the Insured Person for maintenance and support. It also means the Insured Person's and/or Spouse/Partner's unmarried children over nineteen (19) years of age who are physically or mentally incapable of self-support.

Disappearance means a body has not been found within twelve (12) months after the date of that Disappearance, and sufficient evidence is produced to Our satisfaction that leads inevitably to the conclusions that the Insured Person sustained an Injury and that such an Injury caused the Insured Person's death.

Doctor means a person legally qualified and registered to practice medicine in Australia and who is a person other than the Insured Person, their relatives, business partners, shareholders or employees. Chiropractors, physiotherapists and alternative therapy providers are not regarded as a Doctor.

Domestic Duties means the usual and ordinary domestic duties undertaken by someone as a homemaker and could include child-minding and home help services.

Employee means any person in the Insured's service including any directors at the time of the Injury. Employee also includes any consultant, contractor, sub-contractor and/or self-employed person undertaking work on the Insured's behalf if stated as being included as an Insured Person in the Policy Schedule.

Event(s) means the Event(s) described in the relevant Table of Events in this Policy.

Finger(s), Thumb(s) or Toe(s) means the digits of a Hand or Foot.

Foot means the entire Foot below the ankle.

Hairline Fracture means mere cracks in the bone.

Hand means the entire Hand below the wrist.

Injury means a bodily injury resulting from an Accident which occurs during the Period of Insurance and is not a Sickness or a Pre-Existing Medical Condition and which:

1. results in any of the Events set out in the Table of Events shown under Section 1 – Personal Accident – Parts A, B, C and/or D within twelve (12) months of the Accident; and

2. results solely and independently of any other causes other than:
 - a. the Accident; and/or
 - b. Sickness directly resulting from medical or surgical treatment rendered necessary by the Accident; and
 - c. may include an Injury caused by an Insured Person being directly and unavoidably exposed to the elements as a result of an Accident.

Insured means the Insured specified in the Policy Schedule.

Insured Person means such person or persons as described in the Policy Schedule, who are nominated by the Insured for insurance under this Policy and with respect to whom Premium has been paid or agreed to be paid. An Insured Person is a person that is legally entitled to claim under the Policy by reason of the operation of Section 48 of the *Insurance Contracts Act 1984* (Cth) and no other basis.

Journey means the Journey described in the Policy Schedule.

Limb(s) means the entire Limb between the shoulder and wrist or between the hip and ankle.

Loss means in connection with:

- a. a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- b. an eye, total and Permanent loss of all sight in the eye;
- c. hearing, total and Permanent loss of hearing;

and which in each case is caused by an Injury.

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

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

Period of Insurance means the period stated in the Policy Schedule or such shorter time if the Policy is cancelled or We agree with the Insured.

Permanent means having lasted twelve (12) consecutive months and at the expiry of that time being in the opinion of a Doctor beyond hope of improvement.

Permanent Total Disablement means total disablement which is Permanent and is as a result of an Accident and which entirely prevents the Insured Person forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by training, education or experience.

Policy means:

1. the Policy Schedule;
2. this PDS and Policy Wording;
3. any proposal or application completed by the Insured or an Insured Person;
4. any endorsement or other document We tell the Insured forms part of the Policy which may vary or modify the above documents.

Policy Schedule means the Policy Schedule showing details of the cover attaching to and forming part of the Policy or any subsequently substituted Policy Schedule.

Pre-Existing Medical Condition means any illness, disease, syndrome, disability or other condition, including any symptoms:

1. of which the Insured Person is aware or a reasonable person in the circumstance would be expected to have been aware of; or
2. for which the Insured Person has sought or received medical attention, undergone tests or taken prescribed medication;

in the twelve (12) months prior to them being covered under this Policy.

Premium means the Premium as shown in the Policy Schedule that is payable by the Insured in respect of this Policy.

Quadriplegia means the Permanent loss of use of all four limbs.

Salary means the average weekly pre-tax income derived from personal exertion during the period of twelve (12) months immediately preceding the date of Temporary Total Disablement or Temporary Partial Disablement or during such shorter period as the Insured Person has been employed (or self-employed) in their occupation at the time the disability occurred, subject to:

1. in the case of an Employee remunerated by wages or salary, income includes any allowances that are payable to the Employee as part of the Employee's remuneration, whether in addition to the Employee's wage or salary or not, but does not include any bonuses, commissions, overtime payments or other allowances before any salary sacrifice deductions; or
2. in the case of a self-employed person, income is net of business costs and expenses incurred in deriving that income.

Seek Employment means the Insured Person being registered with a government agency or department which is responsible for providing employment services and/or a recruitment agency and actively looking for employment by providing Us with proof of a minimum of two (2) new job applications per week or such other evidence as may be reasonable in the circumstances.

Sickness means any illness or disease suffered by the Insured Person.

Simple Fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Doctor requires minimal and uncomplicated medical treatment.

Spouse/Partner means the Insured Person's husband or wife living with the person or any person irrespective of gender living in a defacto marital relationship with the person.

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

Temporary Total Disablement means that in the opinion of a Doctor, the Insured Person is temporarily unable to engage in their usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a Doctor.

Tooth/Teeth means a sound and natural permanent Tooth but does not include first or milk Teeth, dentures or implants.

Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction means:

1. the use of any explosive nuclear weapon or device; or
2. the emission, discharge, dispersal, release or escape of:
 - a. fissile material emitting a level of radioactivity, or
 - b. any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or
 - c. any solid, liquid or gaseous chemical compound which, when suitably distributed;

which is capable of causing incapacitating disablement or death amongst people or animals.

Waiting Period means the period specified in the Policy Schedule during which no benefits are payable by Us in relation to Section 1 – Personal Accident – Part B – Weekly Benefits – Injury.

War means a state of armed conflict, whether declared or not, between different nations, states, or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us means the Australian branch of Allied World Assurance company, Ltd (ABN 54 163 304 907) ('Allied World').

You/Your means the Insured as specified on the Policy Schedule.

SECTION 1 – PERSONAL ACCIDENT

Extent of Cover

If during the Period of Insurance and whilst on a Journey an Insured Person suffers an Accident which directly results in an Injury and the Insured Person suffers any of the Events set out in the Table of Events shown under Section 1 – Personal Accident – Parts A, B, C and/or D, We will pay the benefit set out. However, the Event must occur within twelve (12) months of the date of the Accident giving rise to the Injury.

Table of Events

Part A – Lump Sum Benefits

Cover for an Event under this Part applies only if an amount for that Event is shown in the Policy Schedule against Section 1 – Personal Accident – Part A – Lump Sum Benefits.

| The Events The following Event(s) must occur within twelve (12) months of the date of the Accident | Benefit Amount Being a percentage of the amount shown in the Policy Schedule under Section 1 – Personal Accident – Part A – Lump Sum Benefits |
|--|---|
| 1. Accidental Death | 100% |
| 2. Permanent Total Disablement | 100% |
| 3. Paraplegia or Quadriplegia | 100% |
| 4. Permanent and incurable paralysis of all Limbs | 100% |
| 5. Loss of sight of one (1) or both eyes | 100% |
| 6. Loss of use of one (1) or more Limbs | 100% |
| 7. Permanent and incurable insanity | 100% |
| 8. Loss of use of lens of: a. both eyes b. one (1) eye | 100% 60% |
| 9. Loss of hearing of: a. both ears b. one (1) ear | 80% 30% |
| 10. Burns: a. third degree burns and/or resultant disfigurement which covers more than thirty (30) percent of the entire external body b. second degree burns and/ or resultant disfigurement which covers more than thirty (30) percent of the entire external body | 60% 30% |
| 11. Permanent total loss of use of four (4) Fingers and Thumb of either Hand | 80% |
| 12. Permanent total loss of use of four (4) Fingers of either Hand | 50% |
| 13. Permanent total loss of use of the Thumb of either Hand: a. both joints b. one (1) joint | 40% 20% |

| The Events | Benefit Amount |
|--|--|
| The following Event(s) must occur within twelve (12) months of the date of the Accident | Being a percentage of the amount shown in the Policy Schedule under Section 1 – Personal Accident – Part A – Lump Sum Benefits |
| 14. Permanent total loss of use of Fingers of either Hand: a. three (3) joints b. two (2) joints c. one (1) joint | 20% 15% 10% |
| 15. Permanent total loss of use of Toes of either Foot: a. all – one Foot b. great – both joints c. great – one joint d. other than great Toe – each Toe | 15% 5% 3% 1% |
| 16. Fractured leg or patella with established non-union | 10% |
| 17. Loss of at least fifty (50) percent of all Teeth | 1% per Tooth (up to a maximum of \$10,000 in total) |
| 18. Shortening of leg by at least five (5) centimetres | 10% |
| 19. Permanent partial disablement not otherwise provided for under Events 8 – 18 | Such percentage of the lump sum amount as We in Our discretion and having regard to the Insured's interests, shall determine and being in Our opinion not inconsistent with the benefits provided under Events 8 to 18 |

Part B – Weekly Benefits – Injury

Cover for an Event under this Part applies only if an amount for that Event is shown in the Policy Schedule against Section 1 – Personal Accident – Part B – Weekly Benefits – Injury.

| The Events |
|---|
| <p>20. Temporary Total Disablement</p> <p>From the date Temporary Total Disablement as a result of Injury commences and whilst the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the amount in the Policy Schedule against Section 1 – Personal Accident – Part B – Weekly Benefits – Injury, but not exceeding the Salary of the Insured Person.</p> |
| <p>21. Temporary Partial Disablement</p> <p>From the date Temporary Partial Disablement as a result of Injury commences and whilst the Temporary Partial Disablement persists and after the Waiting Period, We will pay up to the amount in the Policy Schedule against Section 1 – Personal Accident – Part B – Weekly Benefits – Injury, less any amount of current earnings as a result of working in a reduced capacity with the Insured, provided the combined amount does not exceed the percentage of Salary shown in the Policy Schedule.</p> <p>Should the Insured Person be able to return to work with the Insured in a reduced capacity, but elects not to do so then the benefit payable will be thirty (30) percent of the amount payable for Event 20.</p> |

Part C – Injury Resulting in Fractured Bones

Cover for an Event under this Part applies only if an amount for that Event is shown in the Policy Schedule against Section 1 – Personal Accident – Part C – Injury Resulting in Fractured Bones.

| The Events | Benefit Amount |
|---|--|
| The following Event(s) must occur within twelve (12) months of the date of the Accident | Being a percentage of the amount shown in the Policy Schedule under Section 1 – Personal Accident – Part C – Injury Resulting in Fractured Bones |
| 22. Complete Fracture of neck, spine or skull | 100% |
| 23. Hip Fracture | 75% |
| 24. Other Fracture of jaw, pelvis, leg, ankle or knee | 50% |
| 25. Cheekbone, shoulder or Hairline Fracture of neck, skull or spine | 40% |
| 26. Other Fracture of arm, elbow, wrist or ribs (per rib) | 30% |
| 27. Simple Fracture of jaw, pelvis, leg, ankle or knee | 25% |
| 28. Fractured nose or collarbone | 25% |
| 29. Simple Fracture of arm, elbow, wrist or ribs (per rib) | 25% |
| 30. Fracture of the Finger (per Finger), Thumb (per Thumb), Foot, Hand or Toe (per Toe) | 10% |

The maximum benefit payable for any one (1) Injury resulting in fractured bones shall be the amount shown in the Policy Schedule against Section 1 – Personal Accident – Part C – Injury Resulting in Fractured Bones.

In the case of an established non-union of any of the above fractures, We will pay an additional benefit of five (5) percent of the amount shown in the Policy Schedule against Section 1 – Personal Accident – Part C – Injury Resulting in Fractured Bones or \$3,000, whichever is the greater.

Part D – Injury Resulting in Loss or Damage to Teeth

Cover for an Event under this Part applies only if an amount for that Event is shown in the Policy Schedule against Section 1 – Personal Accident – Part D – Injury Resulting in Loss or Damage to Teeth.

| The Events | Benefit Amount |
|---|--|
| The following Event(s) must occur within twelve (12) months of the date of the Accident | Being a percentage of the amount shown in the Policy Schedule under Section 1 – Personal Accident – Part D – Injury Resulting in Loss or Damage to Teeth |
| 31. Loss of or full capping of Teeth | 100% (maximum \$500 per Tooth) |
| 32. Chipped or broken Teeth requiring partial capping | 50% (maximum \$250 per Tooth) |

SECTION 2 – PERSONAL WELLBEING

Extent of Cover

Accidental HIV Infection Benefit

If during the Period of Insurance and whilst on a Journey the Insured Person accidentally contracts the Human Immunodeficiency Virus ('HIV') Infection:

1. as a direct result of Injury caused by a violent and physical bodily assault by another person on the Insured Person during the Period of Insurance and whilst they are an Insured Person; or
2. as a direct result of receiving medical treatment provided by a registered and legally qualified Doctor or registered nurse for an Insured Person's Injury suffered during the Period of Insurance;

We will pay the Insured Person the amount stated in the Policy Schedule under Section 2 – Personal Wellbeing – Accidental HIV Infection Benefit, provided that:

1. there is a positive diagnosis within one hundred and eighty (180) days of the event giving rise to the HIV infection; and
2. a recognised laboratory carries out medical and clinical tests that conclusively prove the Insured Person was not HIV positive at the time and date of the event giving rise to the HIV infection. No benefit will be payable if the Insured Person fails to comply with or provide the required level of proof.

Advanced Payment

If an Insured Person sustains an Injury for which benefits are payable for Event 20, We will immediately pay thirteen (13) weeks benefit, provided that We are presented with medical evidence from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.

Dependent Child Benefit

If during the Period of Insurance and whilst on a Journey the Insured Person suffers an Accidental Death, We will pay to the Insured Person's estate the amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Dependent Child Benefit, for each Dependent Child of the Insured Person, up to the maximum amount per family stated in the Policy Schedule.

Domestic Help Benefit

If an Insured Person sustains an Injury and a Doctor certifies that the Insured Person is unable to carry out Domestic Duties, We will pay the actual and reasonable costs incurred of hiring domestic help up to the amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Domestic Help Benefit, provided that the domestic help is not carried out by an Insured Person's close relative nor a person permanently residing with the Insured Person.

Escalation of Claim Benefit

After payment of a benefit for Events 20 and/or 21 continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by five (5) percent per annum.

Independent Financial Advice

If an Insured Person sustains an Injury for which benefits are payable for Events 1 to 8a, We will, at the request of the Insured, pay for the cost of professional financial planning advice in respect of the payment of the benefit, provided by a qualified financial planner who is not an Insured Person or their relative, up to the amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Independent Financial Advice. Costs must be incurred within six (6) months of the lump sum benefit being paid.

Modification Benefit

If during the Period of Insurance and whilst on a Journey and an Insured Person sustains an Injury for which a benefit is paid for Events 2 or 3, We will pay 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 more suitable home, up to the amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Modification Benefit, provided that medical evidence is presented from a Doctor certifying the modification and/or relocation is necessary.

Rehabilitation Benefit

On the occurrence of Events 20 and/or 21, for which benefits are payable, We will pay for tuition or advice for an Insured Person from a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and is confirmed by the Insured Person's Doctor as being necessary. The maximum amount We will pay under this benefit is shown in the Policy Schedule against Section 2 – Personal Wellbeing – Rehabilitation Benefit.

Student Tutorial Benefit

If during the Period of Insurance and whilst on a Journey an Insured Person who is a full-time student suffers an Injury and a Doctor certifies that the Insured Person is unable to attend classes as a result of the Injury, We will pay the reasonable and necessary costs incurred for home tutorial services, to the maximum amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Student Tutorial Benefit.

SECTION 3 – CORPORATE PROTECTION

Extent of Cover

Chauffeur Benefit

On the occurrence of Events 20 and/or 21, for which benefits are payable, provided that medical evidence is presented from a Doctor certifying that the Insured Person is unable to operate a motor vehicle or travel on other available modes of public transport, We will pay up to the amount shown in the Policy Schedule against Section 3 – Corporate Protection – Chauffeur Benefit, 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.

Corporate Image Protection

If during the Period of Insurance and whilst on a Journey an Insured Person sustains an Injury which a benefit is paid for Events 1 or 2, We will pay the Insured the actual and reasonable expenses necessarily incurred for the services of image/public relations consultants for the purpose of protecting the Insured's corporate image, up to the amount shown in the Policy Schedule against Section 3 – Corporate Protection – Corporate Image Protection.

Disappearance

If the body of an Insured Person is not found within twelve (12) months after an Accident involving the conveyance in which they were travelling, Accidental Death will be presumed in the absence of any evidence to the contrary. The Accidental Death benefit amount set out under Event 1 shall become payable, subject to a signed undertaking by the beneficiary that if the Insured Person is subsequently found alive, such Accidental Death benefit amount will be refunded to Us.

Funeral Expenses

If during the Period of Insurance and whilst on a Journey an Insured Person suffers Accidental Death, We will reimburse the Insured or the Insured Person's estate, the reasonable expenses incurred up to the amount shown in the Policy Schedule against Section 3 – Corporate Protection – Funeral Expenses, for the Insured Person's funeral, burial or cremation or the cost of returning the Insured Person's body or ashes to a place nominated by the Insured Person's Spouse/Partner or the legal representatives of the Insured Person's estate.

Replacement Staff/Recruitment Costs

If during the Period of Insurance and whilst on a Journey an Insured Person suffers from an Injury and in Our judgement We believe that a benefit will be paid under Event 1 or 2, We will pay the actual and reasonable costs incurred by the Insured for the recruitment of replacement Employees, up to the amount shown in the Policy Schedule against Section 3 – Corporate Protection – Replacement Staff/Recruitment Costs, provided that the costs are incurred within sixty (60) days and are crucial and necessary for the Insured's business to continue. The Insured must first provide a signed undertaking that any amount paid to the Insured will be repaid to Us if it is found that a valid claim did not or will not eventuate.

Workplace Modification

If in Our opinion an Insured Person who is receiving benefits under Events 20 and/or 21, requires a modification of their workplace which directly relates to the Insured Person returning to gainful employment, We will pay the cost of the modification expenses up to the amount shown in the Policy Schedule against Section 3 – Corporate Protection – Workplace Modification. The benefit shall not exceed fifty (50) percent of the remaining benefits payable under Events 20 and/or 21 to the expiry of the maximum benefit period.

GENERAL CONDITIONS

These General Conditions apply to all covers and the Policy unless expressly stated otherwise in the Policy.

1. If an Insured Person suffers an Injury resulting in any one (1) of Events 2 to 8.a., no further benefits will be payable under Section 1 – Personal Accident – Part A – Lump Sum Benefits for any subsequent Injury to that Insured Person.
2. Benefits shall not be payable for more than one (1) of Events 1 to 19 in respect of the same Injury, in which case the highest benefit will be paid.
3. Weekly Benefits shall not be payable:
 - a. in excess of the maximum benefit period, as specified in the Policy Schedule, in respect to any one (1) Injury;
 - b. for the Waiting Period;
 - c. beyond the date of the Insured Person's death;
 - d. once the Insured Person is deemed fit to return to work by a Doctor;
 - e. for more than one (1) of Events 20 and/or 21 that occur during the same period of time;
 - f. if the Insured Person fails to provide Us with all requested relevant information and other evidence reasonably required to assess their claim; or
 - g. during any period where the Insured Person fails to follow the advice of or undertake the recommended treatment by a Doctor for the current disability. Advice or treatment includes seeking specialist advice or undergoing rehabilitation such as but not limited to obesity, drug addiction or alcoholism treatment plans where the condition is related to or exacerbating the current disability.
4. We may require at any time during a period of disablement that the Insured Person be examined by an independent medical officer of Our choosing and expense to obtain a second opinion. The costs associated with the examination will be met by Us however if the Insured Person fails to attend the examination for any unjustified reason then they will be required to pay any costs incurred. If the second opinion is contrary to the opinion of the Insured Person's Doctor, We will obtain a third and independent Doctor's opinion which will be the opinion used for the purposes of assessing the claim. We may require at any time for the Insured Person to attend and complete a medical examination by this doctor. Where the Insured Person fails to co-operate with Our doctor's medical examination We are entitled to conclude that no temporary disablement has occurred.
5. You or the Insured Person must provide Us with medical evidence of the Insured Person's Temporary Disablement and their ability to attend their usual occupation.
6. If an Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or related cause or causes within six (6) months, the subsequent period of disablement will be deemed a continuation of the prior disablement. A new Waiting Period will not apply and the total benefit period shall not exceed the maximum benefit period, as specified in the Policy Schedule, inclusive of the benefit already received. If the Insured Person has worked on a full-time unrestricted basis for at least six (6) consecutive months the subsequent period of disablement shall be deemed to have resulted from a new Injury. A new Waiting Period and a new maximum benefit period as specified in the Policy Schedule shall apply. Where an Injury requires surgical treatment which cannot be performed within the twelve (12) months from the date of the Accident, provided the Insured Person can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of the Accident and a Doctor certifies this, We will treat this as a continuation of the first Injury regardless of whether the Insured Person has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty-four (24) months from the original date of the Accident.
7. If an Insured Person returns to work for more than five (5) days during the Waiting Period and suffers a recurrence of the Injury which led to the initial total disablement, then the Waiting Period shall recommence from the day that the Insured Person suffers total disablement after returning to work.
8. Sick leave, annual leave or other employer sponsored benefits are not required to be exhausted prior to the Insured Person making a claim under this Policy.

9. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial 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 any disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under the Policy shall not exceed the percentage of Salary of the Insured Person shown in the Policy Schedule and/or the Salary of the Insured Person.
10. If an Insured Person becomes unemployed whilst receiving benefit payments under Events 20 and/or 21 and is subsequently certified by a Doctor as being fit for light or partial duties, then the Insured Person must actively Seek Employment which is consistent with the Doctor's certified level of capacity. Should the Insured Person not actively Seek Employment, benefits shall be reduced to twenty-five (25) percent of the amount payable for Event 20.
11. Subject to Advanced Payment referred to under Section 2 – Personal Wellbeing, weekly benefits shall be payable fortnightly in arrears. Compensation for a period of less than one (1) week will be paid at the rate of one-seventh (1/7th) of the weekly benefit for each day during which the disability continues.
12. All benefits shall be payable to the Insured or such person(s) and in such proportions as the Insured shall nominate, unless otherwise stated in the Policy. Payment to the Insured or nominated person shall discharge Our obligations under this Policy for the claim even where the Insured Person has not received the payment.
13. With respect to Section 1 – Personal Accident – Part A – Lump Sum Benefits, where the Lump Sum Benefit is Salary linked and the Employee is not in receipt of a Salary, the benefit amount shall be fifty (50) percent of the maximum Lump Sum benefit stated in the Policy Schedule for the category applicable to such an Employee.
14. With respect to Section 1 – Personal Accident – Part A – Lump Sum Benefits, the benefit payable in respect of Insured Persons under eighteen (18) years of age shall be limited to ten (10) percent of the sum insured shown in the Policy Schedule under Event 1 – Accidental Death or \$50,000, whichever is the lesser. With respect to Events 2 to 19, the benefit is limited to the lesser of the sum insured stated in the Policy Schedule or \$250,000.
15. Where an Insured Person is exposed to the elements as a result of an Accident and suffers from any of the Events stated in the Table of Events as a direct result of that exposure within twelve (12) months of the Accident, the Insured Person will be deemed for the purposes of this Policy to have suffered an Injury on the date of the Accident.
16. Should a benefit be payable under this Policy that is also payable under any other Policy issued by Us, the benefit will only be payable under one (1) Policy, which shall be the Policy with the highest benefit amount.
17. If an Insured Person makes a claim under the Policy, then such person will have the same obligations to Us as if they were the Insured and We will have the same rights against the Insured Person as We would have against the Insured.

GENERAL EXCLUSIONS

These General Exclusions apply to all covers and the Policy unless expressly stated otherwise in the Policy.

We will not pay any benefits where death, Injury or liability is caused by, arises from, or is in any way connected with:

1. an Insured Person engaging in or taking part in:
 - a. flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
 - b. training for or participating in professional sport of any kind, or the sport where You earn the majority of Your income;
2. an Insured or Insured Person's intentional, wilful or reckless act;
3. any self-injury, suicide or any illegal or criminal act committed by the Insured, an Insured Person, a Spouse/ Partner and/or Dependent Children;
4. Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth) or any enactment to, or consolidation or re-enactment of those Acts;
5. any loss which occurs when the Insured Person is seventy-five (75) years of age or over. This will not prejudice any entitlement to claim benefits which has arisen before an Insured Person has attained the age of seventy-five (75) years;
6. any loss resulting from War, Civil War or war-like operations, civil or political unrest;
7. directly or indirectly the use, existence or escape of nuclear weapons, materials or ionizing radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
8. directly or indirectly an Insured Person being exposed to the Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction;
9. Pre-Existing Medical Conditions;
10. which is covered by:
 - a. Medicare;
 - b. any workers' compensation legislation;
 - c. any transport accident legislation;
 - d. any common law entitlement;
 - e. any government sponsored fund, plan or medical benefit scheme; or
 - f. any other insurance policy required to be effected by or under law.

GENERAL PROVISIONS

These General Provisions apply to all covers and the Policy unless expressly stated otherwise in the Policy.

Aggregate Limit of Liability

Our total liability for all claims arising under this Policy from any one (1) Event during any Period of Insurance shall not exceed the amount specified in the Policy Schedule.

In the event that claims made under this Policy exceed the Aggregate Limit of Liability, then the amount by which the claims exceed it will be proportionally reduced.

Alteration of Risk

The Insured must advise Us as soon as is reasonably practical of any alteration of the Insured's business activities which increase the risk of damage, Injury, liability or loss.

Assistance and Co-operation

The Insured shall co-operate with Us and upon reasonable Our request, assist in making settlements, in the conduct of law suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of bodily injury or damage with respect to which insurance is afforded under the Policy. In that regard, the Insured may be requested to attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of Accident.

Cancellation

The Insured may cancel this Policy at any time by notifying Us in writing. The cancellation will take effect from 4:00pm on the day We receive the Insured's written notice of cancellation or such time as may be otherwise agreed.

We may cancel the Policy or any Section thereof, for any of the reasons set out in Section 60 of the *Insurance Contracts Act 1984* (Cth). Cancellation by Us takes effect from 4:00pm on the day which is three (3) business days from the date We notify the Insured in writing.

If the Policy is cancelled by either the Insured or Us, We will refund the Premium for the Policy less a pro-rata proportion of the Premium to cover the period for which insurance applied and less any non-refundable government charges, taxes and levies. However We may not refund any Premium if We have an obligation to pay a claim or benefit to the Insured or an Insured Person under the Policy.

Solution Underwriting may not refund any applicable Agency Fee if the Policy has been cancelled outside the cooling-off period.

Cover for an Insured Person

Cover in respect to an Insured Person will end on the earlier of:

1. the date the Insured Person no longer meets the criteria for an Insured Person set out in the Policy Schedule;
2. the end of the Period of Insurance; or
3. when this Policy is cancelled by the Insured at their request or by Us pursuant to the *Insurance Contracts Act 1984* (Cth).

Currency

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

Reasonable Care

The Insured and Insured Persons must take all reasonable care to prevent or minimise loss, damage, Injury or liability under this Policy.

Fraudulent Claims

If the Insured or any person covered under this Policy makes a claim or arranges for another party to make a claim that is in any way false, dishonest or fraudulent, then We may refuse to pay any such claim.

Notice of Claim

The Insured must notify Corporate Services Network ("CSN") as soon as reasonably possible but in any event no later than within thirty (30) days of an event that is likely to give rise to a claim. A failure to furnish Us with notice within the time provided in the Policy will not invalidate any claim but the amount payable under Your contract may be reduced to the extent to which We have suffered any prejudice due to such failure.

Please send notice of any claim to:

Corporate Services Network

GPO BOX 4276, Sydney NSW 2001

Phone: +61 2 8256 1770 (Mon-Fri)

Fax: +61 2 8256 1775

Email: claims@csnet.com.au

Other Insurance

In the event of a claim, the Insured or Insured Person must advise Us as to any other insurance that covers the same risk, that they are entitled to claim under or have access to.

Sanction Limitation and Exclusion Clause

Allied World shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer or their parent or affiliate or ultimate holding company to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

Subrogation

Save as to the circumstances set out in Sections 65(5) and (6) of the *Insurance Contracts Act 1984*, when We pay any amount under this Policy, You or Your legal representative agree that We shall be subrogated to all of Your or Your legal representative rights to recover against any person or entity and You or Your legal representative agree to execute and deliver any certificates, information and other documentation as We may reasonably require and do whatever else is reasonably necessary to enable Us to secure such rights.

Issued by
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