



Individual Personal Accident & Sickness Insurance

Policy Wording and Product Disclosure Statement (PDS)

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About Your Insurer

The insurance is issued by Precision Underwriting Pty Ltd (Precision Underwriting), AFS 511917, ABN 67 617 807 333, on behalf of certain underwriters at Lloyd's.

In this document, references to "We", "Us" and "Our" means the insurer.

Enquiries

Any enquiry other than a claim, notice of an event which is likely to give rise to a claim, or a complaint relating to this Policy should be addressed to Precision Underwriting and should be sent to:

Precision Underwriting
Suite 1, 201 Central Coast Highway
Erina NSW 2250
Email: info@precisionunderwriting.com.au
Website: www.precisionunderwriting.com.au
Phone: 1300 486 467

Notices

The information contained in this section is general information only and does not form part of Your contract with us.

Your Duty to Take Reasonable Care Not to Make a Misrepresentation to Us

What is the duty?

All persons who will be an insured covered by the insurance (referred to as You, Your) have a legal duty to take reasonable care not to make a misrepresentation to Us. A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. e.g. a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided. We will not treat something as a misrepresentation merely because You failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Answering Our questions

Answers to Our questions help us decide whether to provide You with insurance and if so, on what terms. The duty must be complied with when answering them. When answering Our questions: • take reasonable care to make sure Your answers are true, honest, up to date and complete in all respects. You may breach the duty if You answer without any care as to its truth or if You only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and if another person is answering for You, We will treat their answers as Yours. In such a case You should check the questions have been answered correctly on Your behalf by them.

When does the duty apply until?

This duty applies until the time We agree to issue You with insurance for the first time. It also applies where You are applying to renew, extend, vary/change, replace or reinstate Your insurance, up until the time We agree to this. If You have made a statement and this changes before the end of the above relevant time You must tell us about this change before the time ends.

What happens if You breach the duty?

If You do not meet the duty, to the extent permitted by law, We may reject or not fully pay Your claim. We may also, or as an alternative, cancel Your insurance or if the misrepresentation was fraudulent, treat it as if it never

existed. A misrepresentation made knowingly by You without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

How We determine if there has been a breach?

A breach is determined having regard to all relevant circumstances. Without limiting the above, the following matters may be taken into account in determining whether You have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by us;
- how clear, and how specific, any questions asked by us were;
- how clearly We communicated to You the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for You; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

We must also take account of any particular characteristics or circumstances about You which We were aware of, or ought reasonably to have been aware of. If We believe the duty is breached, We will at least explain why, consider any response to the contrary and provide information on Our dispute resolution procedures if We can't agree.

Cooling-Off Period

You have the right to return the policy to Us within 14 days of the date that the cover is inception. If You return the Policy during the cooling-off period, We will refund all of the Premium You pay for insurance under the Policy, less any duties or taxes payable. To do this You must advise Us in writing. You will not receive a refund if You have made a claim under the Policy during the cooling-off period.

Privacy Statement

In this Privacy Statement the use of personal information includes sensitive information. We are committed to protecting the privacy of the personal information that You provide to Us.

The Privacy Act 1988 contains the Australian Privacy Principles which require Us to tell You that We collect, handle, store and disclose Your personal and sensitive information for the specific purpose of:

- Deciding whether to issue a policy,
- Providing You with customer service regarding Your Policy
- Determining the terms and conditions of Your Policy,
- Compiling data to help develop and identify other products and services that may interest clients, and
- Handling claims and complaints.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable: a) whether the information or opinion is true or not; b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates. You have given Us Your consent to collect, use and disclose Your personal information in order to provide You with the relevant services and/or products.

When You give Us personal information about other individuals, We rely on You to have made or make the individual aware that You will or may provide their personal information to Us and the types of other parties and service providers We may provide it to, the relevant purposes We and the other parties and service providers 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 personal information to Us.

We will protect Your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration. Some of the safeguards that We use are firewalls and data encryption, physical access controls to Our data centres, and information access authorisation controls.

We disclose personal information to other parties and service providers whom We believe are necessary to assist Us and them in providing the relevant services and/or products. For example, in handling claims, We may have to disclose Your personal information to other parties and service providers such as Our employees, claim management partners, insurance brokers, other insurers, reinsurers or reinsurance brokers, loss adjusters, external claims data collectors, investigators and agents, facilitators (such as legal firms and professional experts, for instance accountants, actuaries, engineers or technology experts), assessors, insurance reference bureaus or other parties as required by law. We will limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

We may disclose Your personal information to Our insurers, related entities and service providers overseas where it is reasonably necessary for, or directly related to, the functions, services or activities We provide to You. When We transfer Your information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, We will protect the information as described in this Privacy Statement. If You do not provide the personal information requested and/or do not provide Us with Your consent to the use and disclosure of Your personal information as set out in this Privacy Statement, Your insurance application may not be accepted, or We may not be able to administer Your Policy, or You may be in breach of Your duty of disclosure, the consequences of which are set out under the heading Your Duty to Take Reasonable Care not to Make a Misrepresentation to Us.

We will notify You as soon as possible if Your personal information is involved in a data breach that is likely to result in serious harm to You. If You would like a copy of Our Privacy Policy, would like to seek access to or correct Your personal information, opt out of receiving materials We send, complain about a breach of Your privacy or You have any query on how Your personal information is collected, stored or used, or any other query relating to Our handling of Your personal information, please contact Us at info@precisionunderwriting.com.au.

If You have any concerns about how We are collecting and processing Your personal information, You may raise a complaint by email at info@precisionunderwriting.com.au. If You are dissatisfied with Our response, You may refer the matter to the Office of the Australian Information Commission (OAIC). The OAIC contact details can be found at www.oaic.gov.au

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

Complaints Procedures

If You have any concerns or wish to make a complaint in relation to this policy, Our services or Your insurance claim, please let us know and We will attempt to resolve Your concerns in accordance with Our Internal Dispute Resolution procedure. Please contact Precision Underwriting via:

Paul Douglas - Complaints Officer
Precision Underwriting
Suite 1, 201 Central Coast Highway
Erina NSW 2250
Email: paul@precisionunderwriting.com.au
Phone: 1300 486 467

We will acknowledge receipt of Your complaint within one (1) business day and do Our utmost to resolve the complaint to Your satisfaction within ten (10) business days.

If We cannot resolve Your complaint to Your satisfaction, We will escalate Your matter to Lloyd's Australia who will review within 10 business days to determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. You will be kept informed of the review of Your complaint every 10 business days. Lloyd's contact details are:

Lloyd's Australia Limited
Email: ldraustralia@lloyds.com
Telephone: +61 (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to You within thirty (30) calendar days of the date on which You first made the complaint unless certain exceptions apply.

You may refer Your complaint to the Australian Financial Complaints Authority (AFCA), if Your complaint is not resolved to Your satisfaction within 30 calendar days of the date on which You first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between **You** and Your insurer. AFCA provides fair and independent financial services complaint resolution that is free of charge to consumers. Determinations made by AFCA are binding upon Us.

Your complaint must be referred to AFCA within two (2) years of the final decision, unless AFCA considers special circumstances apply. If Your complaint is not eligible for consideration by AFCA, You may be referred to the Financial Ombudsman Service (UK) or You can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to You.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Suite 1603, Level 16

1 Macquarie Place
Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to:

Proclaim Management Solutions
Level 6, 249 Pitt Street , Sydney, NSW 2000 Australia
Email: ahclaims@proclaim.com.au
Telephone: +61 (02) 9287 1322

General Definitions

For the purpose of the 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 a sudden, violent, external and identifiable event that occurs during the Period of Insurance and which results solely, directly and independently of any other cause in an Injury that is unforeseen by the You.

Accidental Death

means Your death as a result of an Accident.

Aggregate Limit of Liability

means the maximum amount We will pay for all claims arising from insured Events which occur during the Period of Insurance. The Aggregate Limit of Liability is shown in the Policy Schedule.

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.

Doctor

means a person legally qualified and registered to practice medicine in Australia and who is a person other than You, Your 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.

Effective Date of Cover

means the commencement of the Period of Insurance stated in the Policy Schedule.

Events(s)

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

Fingers, Thumbs or Toes

means the digits of a Hand or Foot.

Fixed Expenses

means regular monthly expenses (excluding Salary) incurred as part of Your business transactions that have been continuously incurred for a period of no less than six (6) months or over such shorter period You have been operating as a self-employed person.

Foot

means the entire Foot below the ankle.

Hairline Fracture

means the mere cracks in the bone.

Injury

means a bodily injury resulting from an Accident which occurs during the Period of Insurance and is not a Sickness and which;

- (a) results in any of the Events set out in the Table of Events shown under Parts A, B, D and/or E within twelve (12) months of the Accident; and
- (b) results solely and independently of any other causes other than:
 - i. the Accident; and/or
 - ii. Sickness directly resulting from medical or surgical treatment rendered necessary by the Accident; and
 - iii. may include an Injury caused by You being directly and unavoidably exposed to the elements as a result of an Accident.

Insured

means the person specified on the Policy Schedule as the Insured.

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.

Monthly Business Expenses

means Your Fixed Expenses incurred in the daily transaction of Your business if self-employed. Monthly Business Expenses are limited to any Fixed Expenses including rates, superannuation, employee salaries and telephone costs and excludes alterations to fixed assets and depreciation. All such expenses must be certified by Your accountant as regular Monthly Business Expenses. Monthly Business Expenses cover only applies if You have nominated a weekly income benefit to be covered under the Policy.

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 on the Policy Schedule or such shorter time if the Policy is terminated.

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 You forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by training, education or experience, and which lasts twelve (12) consecutive months and at the end of that period is beyond hope of improvement.

Policy

means this Policy Wording, the Policy Schedule and any other documents such as endorsements that We may issue and advise will form part of the Policy.

Policy Schedule

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

Policy Wording

means this document.

Pre-existing Medical Condition

means any illness, disease, syndrome, disability or other condition, including any symptoms which;

- (a) You are aware or a reasonable person in the circumstance would be expected to have been aware; or
- (b) which You have 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 on the Policy Schedule that is payable by You in respect of this Policy.

Professional Sport

means any sport for which You receive any fee or monetary reward as a result of their participation.

Quadriplegia

means total and Permanent paralysis of both arms and both legs.

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 has been employed (or self-employed) in their occupation at the time the disability occurred; subject to:

- (a) 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.
- (b) in the case of a self-employed person, income is net of business costs and expenses incurred in deriving that income.

Seek Employment

means You being registered with the government agency or department which is responsible for providing employment services and/or a recruitment agency and then providing Us with proof of a minimum of two (2) new job applications per week.

Sickness

means any illness, disease or syndrome suffered by You which is not a Pre-Existing Medical Condition, and which manifests itself during the Period of Insurance and which results in Temporary Total Disablement or Temporary Partial Disablement within twelve (12) months after manifesting itself.

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 Your husband or wife living with You or any person of either sex living in a de facto marital relationship with You.

Temporary Partial Disablement

means that in the opinion of a Doctor, You are 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, You are 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.

Terrorism

means any act, including, but not limited to, the use of force or violence, committed by any persons acting on behalf of or in connection with any organisation, creating serious violence against a person or serious damage

to property or a serious risk to the health or safety of the public, undertaken to influence a government or civilian populace for the purpose of advancing a political, religious or ideological cause.

Tooth/teeth

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

Underwriter(s)

means certain Underwriters at Lloyd's.

Waiting Period

means the period specified on the Policy Schedule during which no Benefits are payable by Us in relation to Section 1 - Part B or Part D (Weekly Benefits).

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 Underwriters.

You/Your

means the Insured.

Section 1 - Personal Accident and Sickness

Personal Accident

If, during the Period of Insurance, You suffer an Accident which directly results in an Injury, We will pay You or Your Executors or Administrator the benefit amount in accordance with the Table of Events shown under Parts A, B, C and/or D, below. However, the Event arising from an Accident, must occur within twelve (12) months of the Accident giving rise to the Injury.

Sickness

If, during the Period of Insurance, You suffer a Sickness, We will pay the corresponding amounts in accordance with the Table of Events shown under Part C, below.

Part A – Lump sum benefits

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

Table of Events

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 on the Policy Schedule under 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%

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 on the Policy Schedule under Part A – Lump Sum Benefits
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%
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 absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 8b) to 18.

Part B – Weekly benefits – Injury

Cover for an Event under this Part applies only if an amount for that Event is shown on the Policy Schedule against Part B – Weekly Benefits - Injury.

Events
20. Temporary Total Disablement 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 on the Policy Schedule against Part B – Weekly Benefits – Injury, but not exceeding Your Salary.

21. Temporary Partial Disablement

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 on the Policy Schedule against Part B – Weekly Benefits – Injury, less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the percentage of Your Salary shown on the Policy Schedule.

If You are able to return to work in a reduced capacity but elect not to do so then the benefit payable will be 30% of the amount payable for Event 20.

Part C – Weekly Benefits – Sickness

Cover for an Event under this Part applies only if an amount for that Event is shown on the Policy Schedule against Part C – Weekly Benefits – Sickness.

Events
<p>22. Temporary Total Disablement</p> <p>From the date Temporary Total Disablement as a result of Sickness commences and whilst the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the amount on the Policy Schedule against Part C – Weekly Benefits – Sickness, but not exceeding Your Salary.</p>
<p>23. Temporary Partial Disablement</p> <p>From the date Temporary Partial Disablement as a result of Sickness commences and whilst the Temporary Partial Disablement persists and after the Waiting Period, We will pay up to the amount on the Policy Schedule against Part C – Weekly Benefits – Sickness, less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the percentage of Your Salary shown on the Policy Schedule.</p> <p>If You are able to return to work in a reduced capacity but elect not to do so then the benefit payable will be thirty percent (30)% of the amount payable for Event 22.</p>

Part D – Injury resulting in fractured bones

Cover for an Event under this Part applies only if an amount for that Event is shown on the Policy Schedule against Part D – Injury resulting in Fractured Bones.

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 on the Policy Schedule under Part D – Injury Resulting in Fractured Bones.
1. Complete Fracture of neck, spine or skull	100%
2. Hip	75%
3. Other Fracture of jaw, pelvis, leg, ankle or knee	50%
4. Cheekbone, shoulder or Hairline Fracture of neck, skull or spine	40%
5. Other Fracture of arm, elbow, wrist or ribs (per rib)	30%

6. Simple Fracture of jaw, pelvis, leg, ankle or knee	25%
7. Nose or collarbone	25%
8. Simple Fracture of arm, elbow, wrist or ribs (per rib)	25%
9. 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 on the Policy Schedule against Part D – 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) % of either the amount shown on the Policy Schedule against Part D – Injury Resulting in Fractured Bones or three thousand dollars (\$3,000), whichever is the greater.

Part E – Monthly Business Expenses – (Self Employed Persons Only)

Cover for this Part applies only if an amount is shown on the Policy Schedule against Part B – Weekly Benefits – Injury and/or Part C – Weekly Benefits – Sickness and provided always that the You are self-employed.

Event
<p>10. Temporary Total Disablement (payable only in addition to Events 20 and/or 22)</p> <p>From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, the Monthly Business Expenses benefit shown on the Policy Schedule against Part E – Monthly Business Expenses</p>

Section 2 - Additional Wellbeing

Accidental HIV infection benefit

If, during the Period of Insurance, You accidentally contract 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 You during the Period of Insurance; or
2. as a direct result of receiving medical treatment provided by a registered and legally qualified Doctor or registered nurse for Your Injury or Sickness suffered during the Period of Insurance;

We will pay You the amount stated on the Policy Schedule under 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;
2. any event leading to or likely to lead to a positive diagnosis of HIV is reported to Us and medical tests are carried out by a registered and legally qualified Doctor no more than forty-eight (48) hours from the date and time of the event giving rise to the HIV infection; and
3. a recognised laboratory carries out medical and clinical tests that conclusively prove the You were not HIV positive at the time and date of the event giving rise to the HIV infection. No benefit will be payable if You fail to comply with or provide the required level of proof.

Advanced payment

If, You sustain an Injury or Sickness for which benefits are payable for Events 20 or 27, 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.

Coma benefit

If, during the Period of Insurance, You sustain an Injury which directly causes or results in a continuous unconscious state and You or Your legal representative presents Us with a written opinion of a Doctor that verifies that the Injury caused You to be in such a continuous unconscious state, We will pay to You or Your legal representative on Your behalf the daily amount shown on the Policy Schedule against Additional Wellbeing – Coma Benefit or part thereof of continuous unconsciousness, up to a maximum period of ninety (90) days.

Disappearance

If, Your body is not found within twelve (12) months after an Accident involving the conveyance in which You 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 You are subsequently found alive, such Accidental Death benefit amount will be refunded to Us.

Escalation of claim benefit

After payment of a benefit for Events 20 and/or 21 or Events 22 and/or 23 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 5% per annum.

Independent financial advice

If, You sustain an Injury for which benefits are payable for Events 1 to 8.a), We will, at Your request, 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 You or Your relative, up to the amount shown on the Policy Schedule against Additional 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, You sustain an Injury for which a benefit is paid for Events 2 or 3, We will pay for costs necessarily incurred to modify Your home and/or motor vehicle, or costs associated with relocating You to a more suitable home, up to the amount shown on the Policy Schedule against Additional 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 or Events 22 and/or 23, for which benefits are payable, We will pay for tuition or advice for You from a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and is confirmed by Your Doctor as being necessary. The maximum amount We will pay under this benefit is shown on the Policy Schedule against Additional Wellbeing – Rehabilitation Benefit.

- (a) the training is provided by a recognised institution with qualified skills to provide such training; and
- (b) costs are incurred within six (6) months of the payment of the benefit for Events 1 or 2.

General Conditions

- 1) If You suffer an Injury resulting in any one (1) of Events 2 to 8.a), no further benefits will be payable under Part A – Lump Sum Benefits for any subsequent Injury to You.
- 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 amount will be paid.
- 3) Weekly Benefits shall not be payable:
 - a) in excess of the maximum benefit period, as specified on the Policy Schedule, in respect to any one (1) Injury or Sickness;
 - b) for the Waiting Period;
 - c) beyond the date of Your death;
 - d) once You are deemed fit to return to work by a Doctor;
 - e) for more than one (1) of Events 20 and/or 21 or Events 22 and/or 23 that occur during the same period of time;
 - f) if You fail to provide Us with all requested information and other evidence reasonably required to assess their claim; or
 - g) during any period where You fail 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) Any benefit payable shall be suspended during a period of imprisonment whether served in a state run detention centre or alternate facility including home detention.
- 5) We may require at any time during a period of disablement that You are examined by an independent medical officer of Our choosing. The costs associated with the examination will be met by Us however if You fail to attend the examination for any reason then You will be required to pay any costs incurred. Failure to attend the independent medical examination may result in suspension or cessation of benefits.
- 6) If You suffer 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 on the Policy Schedule, inclusive of the benefit already received. If You have 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 or Sickness. A new Waiting Period and a new maximum benefit period as specified on 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 You can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of Accident and a Doctor certifies this, We will treat this as a continuation of the first Injury regardless of whether You have 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 You return to work for more than five (5) days during the Waiting Period and suffers a reoccurrence of the Injury or Sickness which led to the initial Temporary Total Disablement, then the Waiting Period shall recommence from the day that You suffer Temporary Total Disablement after returning to work.
- 8) Sick leave, annual leave or other employer sponsored benefits are not required to be exhausted prior to You 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 Your Salary shown on the Policy Schedule.

- 10) If You become unemployed whilst receiving benefit payments under Events 20 and/or 21 or Events 22 and/or 23 and are subsequently certified by a Doctor as being fit for light or partial duties, then You must actively Seek Employment which is consistent with the Doctor's certified level of capacity. If You do not actively Seek Employment, benefits shall be reduced to 30% of the amount payable for Event 20 and/or 22.
- 11) Subject to Advanced Payment referred to under Personal Wellbeing, Weekly Benefits shall be payable fortnightly in arrears. Compensation for a period of less than one 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 You or such person(s) and in such proportions as You nominate, unless otherwise stated in the Policy.
- 13) If You are under eighteen (18) years of age:
 - a) in respect to Part A - Lump Sum Benefits, the benefit payable shall be limited to 10% of the sum insured shown on the Policy Schedule under Event 1 – Accidental Death or \$50,000, whichever is the lesser.
 - b) with respect to Events 2 to 19, the benefit is limited to the lesser of the sum insured stated on the Policy Schedule or \$250,000.
- 14) Where You are 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, You will be deemed for the purposes of this Policy to have suffered an Injury on the date of the Accident.
- 15) 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.

General Exclusions

We will not be liable to pay loss, cost or expense arising or attributed to;

1. You 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.
2. any self-injury, suicide or any illegal or criminal act committed by You;
3. You being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of non-prescription drugs, including abuse of prescription drugs unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice;
4. Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth); or
5. Any loss which occurs when You are seventy (70) years of age or over. This will not prejudice any entitlement to claim benefits for an Event which has arisen before You have attained the age of seventy (70) years;
6. any claim for Events 20 and/or 21 or Events 22 and/or 23 which are in any way attributed to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies

arising therefrom;

7. any claim which results from a sexually transmitted disease or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC), except to the extent that it is covered under Personal Wellbeing – Accidental HIV Infection;
8. War, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military, usurped power or Terrorism;
9. the use, existence or escape of nuclear weapons, materials or ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
10. any condition such as neurosis, psycho-neurosis, mental, emotional, stress, depression or anxiety condition disease or disorder or similar condition or any condition which is a consequence of the treatment of these conditions, unless You are being treated by or has been referred to a psychiatrist, psychologist or similar specialist;
11. Pre-Existing Medical Conditions as herein defined.
12. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
13. Your voluntary exposure to unnecessary danger.

General Provisions

Aggregate limit of liability

Except as detailed below, Our total liability for all claims arising from any one (1) Event shall not exceed the amount shown on the Policy Schedule against Aggregate Limit of Liability.

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

Alteration of risk

You must advise Us as soon as is reasonably practical of any alteration of Your business activities which increase the risk of damage, Injury, liability, loss or Sickness.

Assistance and co-operation

You shall co-operate with Us and upon 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, You shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. You shall not, except at Your own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of Accident.

Cancellation

You 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), including where there has been non-payment of the Premium. Cancellation by Us takes effect from 4:00pm on the day which is three (3) business days from the date We notify You in writing.

If the Policy is cancelled by either the Insured or Us, We will retain a short period premium calculated at the pro-rata proportion of the annual premium for the time the Insured has been on risk plus ten percent (10%) and the Insured shall receive a refund of any balance of the Premium actually paid. We will not refund any Premium if We have paid a claim or benefit to You under the Policy.

Currency

All amounts shown on the Policy are in Australian dollars (AUD).

Due diligence

You must take all reasonable care to prevent or minimise loss, damage, Injury, Sickness or liability under this Policy.

Claims

Fraudulent claims

If any claim be in any respect fraudulent or if any fraudulent means or devices be used You or anyone acting on Your behalf to obtain any benefit under this Policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of You, We, without prejudice to any other right(s) We might have under this Policy, shall be entitled to refuse to pay such claim and You must pay back any benefit that We have already paid. If this happens, We will not refund any premium.

Notice of claim

You must give Us and Our authorised agent notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

Any such notice must be directed to:

Precision Underwriting'
Suite 1, 201 Central Coast Highway
Erina NSW 2250
E: info@precisionunderwriting.com.au

Any such notice must also be copied to:

Proclaim Management Solutions
Level 6, 249 Pitt Street , Sydney, NSW 2000 Australia
Email: ahclaims@proclaim.com.au
Telephone: +61 (02) 9287 1322

Other Insurance

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

Subrogation

When We pay any amount under this Policy, You or Your legal representative agree that We shall be subrogated to all of Your rights and the rights of Your legal representative 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 necessary to enable Us to secure such rights. Neither You nor Your legal representative shall take action or wilful inaction after We have paid any amount, which will prejudice Our rights to subrogation.

Takeover terms

With respect to Insured Persons who are covered by this Insurance on the commencement date of the Period of Insurance and were covered at expiry under the insurance policy that this Policy replaces, cover is hereby extended to include any Pre-Existing Medical Conditions (other than any condition which has a terminal diagnosis) which would have been covered under the previous insurance. This provision has the effect of altering this Policy's definition of Pre-Existing Medical Condition and Exclusion 11 which may otherwise have applied.

Sanctions

We shall not provide cover and We shall not be liability to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United States resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Governing Law and Jurisdiction

This Policy is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Australia and the State or Territory of Australia where the Policy was issued. The parties to this Policy submit to the jurisdiction of any Court of competent jurisdiction within the Commonwealth of Australia.

Service of Suit

The Underwriters hereon agree that:-

- (a) In the event of a dispute arising under the Policy, Underwriters at the request of the Insured will submit to the jurisdiction of any competent court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such court.

- (b) Any summons, notice or process to be served upon the Underwriters may be served upon:

Lloyd's Australia Ltd
Suite 1603 Level 16
1 Macquarie Place
Sydney NSW 2000 Australia
T +61 (0)2 8298 0700
F +61 (0)2 8298 0788

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

- (c) If a suit is instituted against one of the Underwriters, all Underwriters hereon will abide by the final decision of such court or any appellate court.

Several Liability notice

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.