



**Individual  
Personal Accident and Sickness  
Product Disclosure Statement**  
vBL0318



**Pen Underwriting Pty Ltd**  
ABN 89 113 929 516 AFSL 290518

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## **Contact Details**

Current as at March 2018

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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 26 March 2018. Other documents may form part of Our PDS and if they do, We will tell the Insured in the relevant document.

This Policy is underwritten by certain Underwriters at Lloyd's.

### About Pen Underwriting Pty Ltd

This PDS is issued by Pen Underwriting Pty Ltd ABN 89 113 929 516 AFSL 290518 ('Pen Underwriting') on behalf of certain Underwriters at Lloyd's ('Us') and Pen Underwriting acts under a binding authority to administer and issue policies, alterations and renewals. In all aspects of arranging this Policy, Pen Underwriting acts as an agent of the Underwriters and not as agent for the Insured or any Insured Person.

Details of the Lloyd's syndicate numbers and the proportions of this insurance for which each of them are liable may be obtained from Pen Underwriting.

Pen Underwriting can be contacted at:

**Postal Address:** GPO Box 4431 Sydney NSW 2001

**Telephone:** 02 9323 5000

**Email:** info.au@penunderwriting.com

**Website:** www.penunderwriting.com.au

If there are any questions or further information is needed concerning this insurance, contact the appointed insurance broker to assist with the enquiry. All correspondence to Pen Underwriting should be directed through the insurance broker as they are the Insured's and Your agent for this insurance.

### General Insurance Code of Practice

We proudly support the General Insurance Code of Practice. The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

For further information on the Code, please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

### 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;
- any applicable Supplementary PDS ('SPDS') We issue that varies it;

- any 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.

### 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 Pen Underwriting in writing within 21 days of its date of issue.

We will refund all of the Premium 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 cancellation rights. See General Provisions.

### Privacy

In this Privacy Statement the use of:

- 'We', 'Us' and 'Our' means certain Underwriters at Lloyd's and Pen Underwriting;
  - 'You' and 'Your' means the Insured;
- 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 this statement. This consent remains valid unless You alter or revoke it by giving written notice to Pen Underwriting's Privacy Officer. However, should You choose to withdraw Your consent, We may not be able to provide insurance services to You.

Pen Underwriting's Privacy Policy which is available at [www.penunderwriting.com.au](http://www.penunderwriting.com.au) or by calling Pen Underwriting, sets out how:

- Pen 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 Pen 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 Pen Underwriting's Privacy Officer by:

**Post:** PO Box 230 Collins Street West VIC 8007

**Phone:** 03 9801 0600

**Email:** [compliance.au@penunderwriting.com](mailto:compliance.au@penunderwriting.com)

You can download a copy of Pen Underwriting's Privacy Policy by visiting [www.penunderwriting.com.au](http://www.penunderwriting.com.au)

### **Your Duty of Disclosure before you enter into your policy**

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until we agree to insure you.

### **Your Duty of Disclosure before renewal**

Before you renew this contract of insurance, you have a duty of disclosure under the Insurance Contracts Act 1984.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You have this duty until we agree to renew the contract.

### **If you do not tell us something (before you enter into your policy and before renewal)**

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### **How to make a Claim**

The Insured must notify Fullerton Health Corporate Services ('Fullerton') in writing within thirty (30) days of an event that is likely to give rise to a claim. If it is not possible to notify Fullerton within that time, the Insured must notify them as soon as reasonably possible.

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

Please send notice of any claim to:

Fullerton Health Corporate Services  
Level 10, 33 York Street  
Sydney NSW 2000

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

**Email:** [claims@fullertonhealthcs.com.au](mailto:claims@fullertonhealthcs.com.au)

### **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.

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

### What The Policy Covers

<b>Permanent Disablement</b>	<b>Total</b>	Lump sum Permanent Total Disablement benefit – one hundred (100) percent of the amount shown in the Policy Schedule.
<b>Accidental Death</b>		Lump sum Accidental Death benefit – one hundred (100) percent of the amount shown in the Policy Schedule.
<b>Temporary Disablement</b>	<b>Total and Partial</b>	Weekly disablement benefits (including Monthly Business Expenses) as a result of Injury or Sickness for Temporary Total Disablement and Temporary Partial Disablement as shown in the Policy Schedule.
<b>Additional Benefits</b>		Advanced Payment, Coma Benefit, Disappearance, Escalation of Claim Benefit, Independent Financial Advice, Modification Benefit and Rehabilitation Benefit.

### What The Policy Doesn't Cover

No benefits are payable under the Policy where the Injury or Sickness:

<b>War, Civil War or Terrorism</b>	Occurs as a result of War or warlike operations, Civil War, Terrorism or revolution.
<b>Professional Sports</b>	Results from the Insured engaging in any sport or competition where the Insured receives remuneration, fee or any form of financial reward for participating and where annually such remuneration, fees or financial rewards for participating makes up more than fifteen (15) percent of their annual income from all sources.
<b>Air travel</b>	Results from engaging in air travel or aerial activities except where the Insured is travelling as a passenger in a properly licensed aircraft.

### What The Policy Doesn't Cover

<b>Intentional or self-inflicted</b>	Is deliberately self-inflicted or intentionally caused by the Insured.
<b>Criminal acts</b>	Results from a criminal act committed by the Insured or any other beneficiary of the benefits under this insurance.
<b>Age limits</b>	Occurs after the Insured reaches seventy (70) years of age.
<b>Pre-Existing Medical Conditions</b>	Results from Pre-Existing Medical Conditions as defined.
<b>Sexually transmitted diseases, AIDS/HIV</b>	Is a sexually transmitted disease, A.I.D.S or H.I.V infection.
<b>Alcohol or drugs</b>	Is caused by the Insured whilst exceeding the lawful blood alcohol limit, 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.
<b>Stress, depression or anxiety</b>	Results from 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.
<b>Nuclear exposure or radioactivity</b>	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.
<b>Health Insurance Act</b>	Results in Us contravening the <i>Health Insurance Act 1973 (Cth)</i> , the <i>Private Health Insurance Act 2007 (Cth)</i> or the <i>National Health Act 1953 (Cth)</i> .

### Limits On benefits

<b>Lump Sum Benefits</b>	No benefit shall be payable for more than one (1) condition in respect of the same Injury and/or Sickness, in which case the highest benefit will be payable.
<b>Waiting Period</b>	No weekly benefits are payable for disablement during the Waiting Period stated in the Policy Schedule.
<b>Beyond the maximum benefit period</b>	As specified in the Policy Schedule, in respect to any one (1) Injury or Sickness.
<b>Able to return to work in a reduced capacity</b>	Weekly benefits will be reduced to thirty (30) percent if the Insured is able to return to work with the Insured's employer in a reduced capacity but elects not to do so.
<b>Fit to return to work</b>	Weekly benefits will cease once the Insured is deemed fit to return to work by a Doctor.
<b>Death</b>	Weekly and other benefits will cease when the Insured dies.
<b>Failure to follow medical advice</b>	Benefits may cease if the Insured fails to follow the advice of or undertake the recommended treatment by a Doctor for the current disability.

### 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 in the Policy Schedule. The Premium is calculated taking into consideration a number of risk factors including the Insured's occupation, age, the Waiting Period chosen, the sums insured and the Insured's previous medical and insurance history.

Premiums are subject to Commonwealth and State taxes and/or charges where applicable. They can include GST, stamp duty, and any other charges.

#### Non – Payment of Premium

If the Insured fails to pay the Premium by the due date 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.

#### Other costs, fees and charges

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

**Commission:** Pen Underwriting may receive a commission payment from Us when the Policy is issued, varied or renewed. If the Policy is cancelled this commission payment may not be refundable. For details of the relevant commission paid, please contact Your insurance broker.

**Agency Fee:** An agency fee may be charged by Pen Underwriting for administration and compliance costs associated with Pen Underwriting's role in the distribution of this product. This agency fee is in addition to the Premium and is noted separately on 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 Your tax invoice or contact Your insurance broker.

#### 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 this PDS

From time to time and where permitted by law, We may change parts of the PDS. We will issue the Insured with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Any updates which are not materially adverse to the Insured from the view of a reasonable person deciding whether to buy this insurance may be found on the Pen Underwriting website at [www.penunderwriting.com.au](http://www.penunderwriting.com.au). A paper copy of any updated information is available to the Insured at no cost by contacting Pen Underwriting or Your insurance broker.

#### Receiving Your Policy Documents

The Insured may choose to receive the Policy documents:

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

Pen Underwriting will send the Policy documents to the email address that the Insured has provided. This will continue until the Insured tells Pen Underwriting otherwise or until Pen Underwriting advises that this method is no longer suitable. Each electronic communication will be deemed to be received by the Insured 24 hours after it leaves Pen Underwriting's information system. If the Insured does not tell Pen 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 Pen Underwriting has is up to date. Please contact Your insurance broker to change email or mailing address.

### Taxation Implications

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

- 'We', 'Us' and 'Our' means the Underwriters and Pen Underwriting
- 'You' and 'Your' means the Insured.

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 for lost Salary or wages under an income protection, sickness or accident insurance policy or workers' compensation scheme, 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 as noted above, 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 provided certain conditions are met.

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 ('GST')

Generally, You will not be required to pay 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.

### Dispute Resolution Process

Any enquiry or complaint relating to this insurance should be referred to Pen Underwriting in the first instance. Please contact Pen Underwriting by:

**Postal Address:** PO Box 230 Collins Street West VIC 8007

**Phone:** 03 9801 0600

**Email:** [compliance.au@penunderwriting.com](mailto:compliance.au@penunderwriting.com)

If Pen Underwriting requires additional information, Pen Underwriting will contact the Insured to discuss. If the complaint is not immediately resolved Pen Underwriting will respond within fifteen (15) business days of receipt of the complaint or agree a reasonable appropriate timeframe to respond.

If this does not resolve the matter or the Insured is not satisfied with the way a complaint has been dealt with, contact Lloyd's Australia Limited:

**Postal Address:** Level 9, 1 O'Connell Street, Sydney NSW 2000

**Phone:** +61 2 8298 0783

**Fax:** +61 2 8298 0788

**Email:** [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

who will respond to the complaint within fifteen (15) business days, unless an alternative timetable has been agreed with the Insured.

When the Insured lodges the dispute, Lloyd's will usually require the following information:

- name, address and telephone number of the Insured;
- the type of insurance policy involved;
- details of the policy concerned (policy and/or claim reference numbers, etc.);
- name and address of the insurance intermediary through whom the Policy was obtained;
- details of the reasons for lodging the complaint;
- copies of any supporting documentation which the Insured believes may assist Us in addressing the Insured's dispute appropriately.

If We are unable to resolve the complaint within forty-five (45) business days of the date We first received the complaint or if the Insured remains unsatisfied, the Insured can seek a review by Financial Ombudsman Service Australia ('FOS Australia') depending on eligibility related to the Policy. FOS Australia is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy the Insured's concerns. The Insured can contact FOS Australia by:

**Postal Address:** Financial Ombudsman Service Australia GPO Box 3, Melbourne VIC 3001

**Phone:** 1800 367 287 (or 1800 FOS AUS)

**Email:** [info@fos.org.au](mailto:info@fos.org.au)

**Website:** [www.fos.org.au](http://www.fos.org.au)

## Coverage

Subject to the terms, conditions and exclusions contained in this Policy, We will cover 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; and
2. the type of cover is specified in the Policy Schedule as applying to the Insured.

## 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:

<b>Accident</b>	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 Insured.
<b>Accidental Death</b>	means the death of an Insured as a result of an Accident.
<b>Civil War</b>	means a state of armed opposition, whether declared or not, between two (2) 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.
<b>Complete Fracture</b>	means a fracture in which the bone is broken completely across and no connection is left between the pieces.
<b>Cyber Event</b>	means an unauthorised or malicious act or series of related unauthorised or malicious acts or the threat or hoax thereof involving access to, processing of, use of or operation of any Information Technology System or any electronic data by any person or group(s) of persons.
<b>Doctor</b>	means a person legally qualified and registered to practice medicine in Australia and who is a person other than the Insured, their relatives, business partners, shareholders or employees. Chiropractors, physiotherapists and alternative therapy providers are not regarded as a Doctor.
<b>Effective Date of Cover:</b>	means the commencement of the Period of Insurance stated in the Policy Schedule.
<b>Event(s)</b>	means the Event(s) described in the relevant Table of Events in this document.
<b>Finger(s) Thumb(s) or Toe(s)</b>	means the digits of a Hand or Foot
<b>Fixed Expenses</b>	means regular monthly expenses (excluding Salary) incurred as part of the Insured's business transactions that have been continuously incurred for a period of no less than six (6) months or over such shorter period the Insured has been operating as a self-employed person.
<b>Foot</b>	means the entire Foot below the ankle.
<b>Hairline Fracture</b>	means mere cracks in the bone.
<b>Hand</b>	means the entire hand below the wrist.
<b>Information Technology System</b>	means any computer, hardware, software, information technology and communications system or electronic device, including any associated input, output or data storage device, networking equipment or back up facility.
<b>Injury</b>	means a bodily injury resulting from an Accident which occurs during the Period of Insurance and is not a Sickness and which: <ol style="list-style-type: none"> <li>1. results in any of the Events set out in the Table of Events shown under Section 1 – Personal Accident &amp; Sickness - Parts A, B D and/or E within twelve (12) months of the Accident; and</li> <li>2. results solely and independently of any other causes other than:               <ol style="list-style-type: none"> <li>(a) the Accident; and/or</li> <li>(b) Sickness directly resulting from medical or surgical treatment rendered necessary by the Accident; and</li> <li>(c) may include an Injury caused by the Insured being directly and unavoidably exposed to</li> </ol> </li> </ol>

	the elements as a result of an Accident.		employment for which they are reasonably qualified by training, education or experience.
Insured	means the person as described in the Policy Schedule with whom We enter into this Policy.	Policy	means:
Limb(s)	means the entire limb between the shoulder and wrist or between the hip and ankle.		<ol style="list-style-type: none"> <li>1. the Policy Schedule;</li> <li>2. this PDS (this document);</li> <li>3. any applicable Supplementary PDS ('SPDS') We issue that varies it;</li> <li>4. any other document We tell the Insured forms part of the Policy which may vary or modify the above documents.</li> </ol>
Loss	means in connection with: <ol style="list-style-type: none"> <li>1. a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;</li> <li>2. an eye, total and Permanent loss of all sight in the eye;</li> <li>3. hearing, total and Permanent loss of hearing;</li> </ol> and which in each case is caused by an Injury.	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.
Monthly Business Expenses	means the Insured's Fixed Expenses incurred in the daily transaction of the Insured's 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 the Insured's accountant as regular Monthly Business Expenses. Monthly Business Expenses cover over applies if the Insured has nominated a weekly income benefit to be covered under the Policy.	Pre-Existing Medical Condition	means a sickness, illness, disease, injury or condition (including any side-effects or symptoms of such a sickness, illness, disease, injury or condition) of which the Insured was aware or of which a reasonable person in the circumstances could be expected to have been aware, or for which the Insured has received or sought medical attention or treatment or for which the Insured has undergone testing prior to the Effective Date of Cover. Pre-Existing Medical Conditions specifically include congenital or degenerative conditions for which the Insured has been diagnosed or is aware of, or which a reasonable person in the circumstances could be expected to have been aware of prior to the Effective Date of Cover regardless of whether the Insured was at that time, or subsequently, been treated for them.
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 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.	Professional Sport	means any sport or competition for which the Insured receives any remuneration, fee or financial reward as a result of their participation and where such remuneration, fees or financial rewards for participating makes up more than fifteen (15) percent of their annual income from all sources.
Permanent Total Disablement	means total disablement which is Permanent and is as a result of an Accident and which entirely prevents the Insured forever from engaging in any business, profession, occupation or		

Salary	<p>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:</p> <ol style="list-style-type: none"> <li>1. in the case of an employee remunerated by wages or salary, income includes overtime and 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 or other allowances before any salary sacrifice deductions;</li> <li>2. if self-employed, the gross weekly income after deducting any expenses necessarily incurred in deriving that income.</li> </ol>	Temporary Total Disablement	<p>means that in the opinion of a Doctor, the Insured 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.</p>
Seek Employment	<p>means the Insured 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.</p>	Terrorism	<p>means any act, including, but not limited to, the use of force or violence and/or the threat thereof, committed by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, 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, ideological cause or similar purposes.</p>
Sickness	<p>means any illness, disease or syndrome suffered by the Insured, 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.</p>	Tooth/Teeth	<p>means a sound and natural permanent tooth but does not include first or milk teeth, dentures or implants.</p>
Simple Fracture	<p>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.</p>	Underwriter(s)	<p>means certain Underwriters at Lloyd's.</p> <p>Note: The Insured can obtain further details of the Underwriters from Pen Underwriting upon request.</p>
Temporary Partial Disablement	<p>means that in the opinion of a Doctor, the Insured 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.</p>	Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction	<p>means:</p> <ol style="list-style-type: none"> <li>1. the use of any explosive nuclear weapon or device; or</li> <li>2. the emission, discharge, dispersal, release or escape of:             <ol style="list-style-type: none"> <li>(a) fissile material emitting a level of radioactivity, or</li> <li>(b) any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or</li> <li>(c) any solid, liquid or gaseous chemical compound which, when suitably distributed;                 <p>which is capable of causing incapacitating disablement or death amongst people or animals.</p> </li> </ol> </li> </ol>

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 & Sickness – Parts B and C – Weekly Benefits and/or Part E – Monthly Business Expenses (Self Employed Persons Only).
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 & Sickness

### Extent of Cover

#### Personal Accident

If during the Period of Insurance the Insured suffers an Injury which directly results in an Insured Event occurring within twelve (12) months of the Accident, We will pay the corresponding amounts shown in the Table of Events under **Section 1 – Personal Accident & Sickness – Parts A, B, D and/or E.**

#### Sickness

If during the Period of Insurance the Insured suffers a Sickness, We will pay the corresponding amounts shown in the Table of Events under **Section 1 – Personal Accident & Sickness – Part C and/or E.**

### 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 & Sickness - Part A – Lump Sum Benefits.**

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 & Sickness – 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%

The Events	Benefit Amount
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%
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: (c) all – one Foot (d) great – both joints (e) great – one (1) joint (f) other than great Toe – each Toe	15% 5% 3% 1%
16. Fractured leg or patella with established non-union	10%

The Events	Benefit Amount
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 to 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 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 & Sickness – Part B – Weekly Benefits – Injury**.

The Events
<p>20. <b>Temporary Total Disablement</b></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 <b>Section 1 – Personal Accident &amp; Sickness – Part B – Weekly Benefits – Injury</b>, but not exceeding the Salary of the Insured.</p>
<p>21. <b>Temporary Partial Disablement</b></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 <b>Section 1 – Personal Accident &amp; Sickness – Part B – Weekly Benefits – Injury</b>, less any amount of current earnings as a result of working in a reduced capacity in the Insured's current employment, provided the combined amount does not exceed the percentage of Salary shown in the Policy Schedule.</p> <p>Should the Insured be able to return to work in their current employment 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 – Weekly Benefits – Sickness

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 & Sickness – Part C – Weekly Benefits – Sickness**.

The Events
<p>22. <b>Temporary Total Disablement</b></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 in the Policy Schedule against <b>Section 1 – Personal Accident &amp; Sickness – Part C – Weekly Benefits – Sickness</b>, but not exceeding the Salary of the Insured.</p>
<p>23. <b>Temporary Partial Disablement</b></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 in the Policy Schedule against <b>Section 1 – Personal Accident &amp; Sickness – Part C – Weekly Benefits – Sickness</b>, less any amount of current earnings as a result of working in a reduced capacity in the Insured's current employment, provided the combined amount does not exceed the percentage of Salary shown in the Policy Schedule.</p> <p>Should the Insured be able to return to work in their current employment 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 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 in the Policy Schedule against **Section 1 – Personal Accident & Sickness – Part D – 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 & Sickness – Part D – Injury Resulting in Fractured Bones
24. Complete Fracture of neck, spine or skull	100%
25. Hip	75%
26. Other Fracture of jaw, pelvis, leg, ankle or knee	50%
27. Cheekbone, shoulder or Hairline Fracture of neck, skull or spine	40%
28. Other Fracture of arm, elbow, wrist or ribs (per rib)	30%
29. Simple Fracture of jaw, pelvis, leg, ankle or knee	25%
30. Nose or collarbone	25%
31. Simple Fracture of arm, elbow, wrist or ribs (per rib)	25%
32. 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 & Sickness – 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) percent of either:

1. the amount shown in the Policy Schedule against **Section 1 – Personal Accident & Sickness - Part D - Injury Resulting in Fractured Bones**; or
2. 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 in the Policy Schedule against **Section 1 – Personal Accident & Sickness – Part B – Weekly Benefits – Injury and/or Part C – Weekly Benefits – Sickness**, and provided always that the Insured is Self Employed.

The Events	Benefit Amount
33. Temporary Total Disablement (payable only in addition to Events 20 and/r 22)	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, the Monthly Business Expenses benefit shown in the Policy Schedule against <b>Section 1 – Personal Accident &amp; Sickness – Part E – Monthly Business Expenses (Self employed Persons only)</b>

## Additional Benefits

### Advanced Payment

If the Insured sustains an Injury or Sickness for which benefits are payable for Events 20 or 22, 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 the Insured sustains an Injury which directly causes or results in a continuous unconscious state and the Insured or the Insured's legal representative presents Us with a written opinion of a Doctor that verifies that the Injury caused the Insured to be in such a continuous unconscious state, We will pay to the Insured or the Insured's legal representative on behalf of the Insured the daily amount shown in the Policy Schedule against Additional Benefits – Coma Benefit or part thereof of continuous unconsciousness, up to a maximum period of ninety (90) days.

### Disappearance

If the body of the Insured is not found within twelve (12) months after disappearing in any manner whatsoever, 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:

1. a signed undertaking by the legal representatives of the Insured's estate that if the Insured is subsequently found alive, such Accidental Death benefit amount will be refunded to Us; and/or
2. the provision of a Death Certificate from the relevant jurisdiction's Registry of Births, Deaths and Marriages or equivalent where the cause of the Insured's disappearance is unknown.

Condition applicable to Additional Benefits - Disappearance. Where the cause of the Insured's disappearance is unknown, the disappearance must be reported:

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

### 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 five (5) percent per annum.

### Independent Financial Advice

If the Insured sustains an Injury for which benefits are payable for Events 1 to 8(a), 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 the Insured or their relative, up to the amount shown in the Policy Schedule against Additional Benefits – Independent Financial Advice. Costs must be incurred within six (6) months of any benefit for Events 1 to 8(a) being paid.

### Modification Benefit

If during the Period of Insurance the Insured 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's home and/or motor vehicle, or costs associated with relocating the Insured to a more suitable home, up to the amount shown in the Policy Schedule against Additional Benefits – 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 the Insured from a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and is confirmed by the Insured's Doctor as being necessary. The maximum amount We will pay under this benefit is shown in the Policy Schedule against Additional Benefits – Rehabilitation Benefits.

## General Conditions

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

1. If the Insured 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 & Sickness – Part A – Lump Sum Benefits** for any subsequent Injury to that Insured.
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 or Sickness;
  - (b) for the Waiting Period;
  - (c) beyond the date of the Insured's death;
  - (d) once the Insured is 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 the Insured fails to provide Us with all requested information and other evidence reasonably required to assess their claim; or
  - (g) during any period where the Insured 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 be examined by an independent medical officer of Our choosing. The costs associated with the examination will be met by Us. However, if the Insured fails to attend the examination for any reason then they will be required to pay any costs incurred. Failure to attend the independent medical examination may result in suspension or cessation of benefits.
5. If the Insured 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 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 or Sickness.  
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 twelve (12) months from the date of the Accident, provided the Insured 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 the Insured 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.
6. If the Insured returns to work for more than five (5) days during the Waiting Period and suffers a recurrence of the Injury or Sickness which led to the initial Temporary Total Disablement, then the Waiting Period shall recommence from the day that the Insured suffers Temporary Total Disablement after returning to work.
7. Sick leave, annual leave or other employer sponsored benefits are not required to be exhausted prior to the Insured making a claim under this Policy.
8. 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 shown in the Policy Schedule and/or the Salary of the Insured.
9. If the Insured becomes unemployed whilst receiving benefit payments under Events 20 and/or 21 or Events 22 and/or 23 and is subsequently certified by a Doctor as being fit for light or partial duties, then the Insured must actively Seek Employment which is consistent with the Doctor's certified level of capacity. Should the Insured not actively Seek Employment, benefits shall be reduced to twenty-five (25) percent of the amount payable for Events 20 and/or 22.
10. Subject to Additional Benefits – Advanced Payment, 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-fifth (1/5th) of the weekly benefit for each working day during which the disability continues.
11. All benefits shall be payable to the Insured, unless otherwise stated in the Policy.

12. With respect to **Section 1 – Personal Accident & Sickness– Part A – Lump Sum Benefits**, where the benefit is Salary linked and the Insured is not in receipt of a Salary, the benefit amount shall be fifty (50) percent of the maximum benefit stated in the Policy Schedule.
13. With respect to **Section 1 – Personal Accident & Sickness – Part A – Lump Sum Benefits**, the benefit payable in respect of an Insured 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.
14. Where the Insured 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 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

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

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

1. the Insured 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 the Insured;
3. the Insured 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 any amendment to, or consolidation or re-enactment of, those Acts;
5. any loss which occurs when the Insured is seventy (70) years of age or over. This will not prejudice any entitlement to claim benefits for an Event which has arisen before the Insured has attained the age of seventy (70) years;
6. any claim for Events 20 and/or 21, Events 22 and/or 23 or Event 33 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');
8. War, Civil War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military, usurped power or Terrorism;
9. any action taken in controlling, preventing, suppressing or in any way related to exclusion 8 above;
10. 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;
11. 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;
12. Pre-Existing Medical Conditions as herein defined;
13. 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;
14. an Insured being exposed to the Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction;
15. a Cyber Event.

## General Provisions

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

### 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 in 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 the claims exceed this limit will be proportionally reduced.

### Alteration of Risk

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

### Assistance and Co-operation

The Insured 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, the Insured shall 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 4:00 pm 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 that We have paid. However We will not refund any Premium if We have paid a claim or benefit to the Insured under the Policy.

### Insured's access to cover

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

1. the end of the Period of Insurance; or
2. when this Policy is cancelled by the Insured at their request or by Us pursuant to the *Insurance Contracts Act 184 (Cth)*; or

3. when the Insured reaches seventy (70) years of age.

### Currency

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

### Due Diligence

The Insured must take all reasonable care to prevent or minimise loss, damage, Injury, Sickness 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 or any person entitled to claim under this Policy must give Fullerton Health Corporate Services ('Fullerton') written notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

Please send notice of any claim to:

Fullerton Health Corporate Services,  
Level 10, 33 York Street,  
Sydney NSW 2000

**Email:** [claims@fullertonhealthcs.com.au](mailto:claims@fullertonhealthcs.com.au)

### Other Insurance

In the event of a claim, the Insured 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, the Insured or their legal representative agree that We shall be subrogated to all of the Insured's rights or the Insured's legal representative to recover against any person or entity and the Insured or the Insured's 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 the Insured nor the Insured's legal representative shall take action or wilful inaction after We have paid any amount, which will prejudice Our rights to subrogation.

### **Service of Suit**

The Underwriters hereon agree that:

1. In the event of a dispute arising under the Policy, this Policy will be subject to Australian law and practice and the Underwriters and the Insured will submit to the jurisdiction of any competent court in the Commonwealth of Australia.
2. Any summons, notice or process to be served upon the Underwriters may be served upon:  
Lloyd's Australia Ltd  
Level 9, 1 O'Connell Street Sydney  
NSW 2000  
Australia  
who has authority to accept service and to enter an appearance on Underwriters' behalf.
3. If a suit is instituted against one of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such court or any appellate court.

### **Sanctions Limitation and Exclusion Clause**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America.

### **Several Liability Notice**

The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.