

BROOKLYN 
UNDERWRITING

DanceSurance®
Insurance for dancers, by dancers
AUSTRALIA'S DANCE AND PERFORMING
ARTS **INSURANCE EXPERTS**

SPORT & LEISURE COMBINED LIABILITY

Policy Wording 04.19

www.brooklynunderwriting.com.au

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IMPORTANT INFORMATION

About Us

This insurance is underwritten by XL Insurance Company SE, Australia Branch (ABN 36 083 570 441), trading as Brooklyn Underwriting. In consideration of the premium specified in the **Schedule**, the said underwriters are hereby bound to insure **You** in accordance with the terms and conditions contained herein or endorsed hereon. The Insurers are referred to in the **Policy** as “We”, “Our” and “Us” or “Insurers”. **You** can reach **Us** on 02 8270 1400 or **You** can write to **Us** at Brooklyn Underwriting, Level 28 Angel Place, 123 Pitt Street Sydney 2000.

Words with a special meaning

Excluding headings, words stated in bold have a special meaning when used in this **Policy**. These words are listed in General Definitions in the **Policy** wording from page 9.

Overview of this insurance

This insurance **Policy** is intended to provide combined liability cover to **You** whilst in the course of **Your** business.

The cover is stated in the insuring clause of each section.

How to apply for this insurance

If **You** are interested in buying this **Policy** or have any questions about it, please contact **Your** insurance broker. **Your** insurance broker will be able to provide **You** with all of the information and assistance **You** need. **Your** insurance broker will then request a quotation from **Us** on **Your** behalf.

Significant features and benefits of the cover

The following is a summary only of some of the key features available under the **Policy**. Please refer to the terms, conditions and exclusions of this document for full details of the cover.

- a) Section 1 - Public & Products Liability;
- b) Section 2 - Civil Liability; and

- c) Section 3 - Management Liability.

Your individual requirements

When preparing this **Policy**, **We** have not taken into account **Your** individual objectives, requirements or financial position. **We** generally distribute our products through licensed insurance brokers or advisers (intermediaries).

You should discuss with **Your** intermediary the type of risks **You** need to insure against and the appropriate amount of cover that **You** need. Further, if **You** have any questions about the appropriateness of this product for **Your** objectives, requirements or financial position, **You** should seek advice from **Your** intermediary.

If **Your** circumstances change after taking out this insurance, relevant to the risks **We** have agreed to insure, **You** should notify **Your** intermediary as soon as possible.

Other issues to consider before taking out this insurance

Like all insurance contracts, the **Policy** contains exclusions, terms and conditions, as well as limits and sub-limits that **You** should be aware of when considering whether to purchase this product.

Exclusions and limitations

The **Policy** has a number of general exclusions that apply to all sections of cover under this **Policy**. For example, **We** will not cover any Known **Claims** or Circumstance, War or **Terrorism**.

A full list of exclusions are listed in the General Exclusions from page 19.

Please also refer to the Additional Exclusions stated within each Section, where applicable, which set out other circumstances when benefits may not be payable or may be limited in some way.

Amounts payable

There are maximum amounts **We** will pay under this **Policy**. These amounts are shown in the **Schedule**. Other limits may also be stated within the **Policy**.

General conditions

The **Policy** has a number of general conditions that will apply to the cover. These conditions are listed from page 12.

In some circumstances, a breach of a condition may entitle **Us** to refuse to pay a **Claim** or reduce the amount **We** are liable to pay.

Our contract with You

The terms of cover are contained in this **Policy**, the **Schedule**, any attachments to the **Schedule**, the application for the insurance, and any endorsements **We** issue. **You** should keep all of the **Policy** documents in a safe place.

Your Duty of Disclosure

Before **You** enter into an insurance contract, **You** (or the **Insured** Persons where applicable) have a duty, under the Insurance Contracts Act 1984, to tell **Us** anything that **You** know, or could reasonably be expected to know, may affect Our decision to insure **You** and on what terms.

You have this duty until **We** agree to insure **You**.

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

You do not need to tell **Us** anything that:

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

If You do not tell us something

If **You** fail to comply with **Your** Duty of Disclosure, **We** may be entitled to reduce **Our** liability under this **Policy** in respect of a **Claim** or may cancel **Your** **Policy**, or both.

If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a **Claim** and treat this **Policy** as if it never existed

General Insurance Code of Practice

XL Insurance Company SE, Australia Branch, trading as Brooklyn Underwriting, has adopted the General Insurance Code of Practice which has the following objectives:

- a) to commit **Us** to high standards of service;
- b) to promote better, more informed relations between **Us** and **You**;
- c) to maintain and promote trust and confidence in the general insurance industry;
- d) to provide fair and effective mechanisms for the resolution of complaints and disputes between **Us** and **You**; and
- e) to promote continuous improvement of the general insurance industry through education and training.

If **You** would like further information in regard to the Code of Practice please refer to the Code of Practice website www.codeofpractice.com.au.

Cancellation Your Right to Cancel

You can cancel this **Policy** by notifying **Us** via **Your** insurance broker or intermediary in writing, by email or by telephone. Any return of Premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a **Claim** in which case the full annual premium is due.

Our Right to Cancel

We can cancel this **Policy**, if there is a valid reason to do so under the Insurance Contracts Act 1984, including for example:

- (i) any failure by **You** to pay the Premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or

- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as detail of a **Claim**;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a **Claim** in which case the full annual premium is due.

The **Insured Person** has no cancellation rights under this **Policy**.

How to make a claim

Every **Claim** made against the **Insured** shall be notified to the **Insurer** as soon as practicable and in any event prior to expiry of the **Period of Insurance**, and every letter, demand, writ, summons and legal process pertaining to such **Claim** shall be forwarded to the **Insurer** as soon as practicable after receipt. All **Claim** notifications to the **Insurer** must be sent to:

Specialty Claims

XL Insurance Company SE, Australian Branch
Level 28, Angel Place
123 Pitt Street Sydney,
NSW 2000
Email: NewClaimAUSpecialty@axaxl.com

Financial Claims Scheme

This **Policy** may be a protected **Policy** under Federal Government's Financial Claims Scheme (FCS), which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies a person who is entitled to make a **claim** under this **Policy** may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

You may obtain further information about the FCS from www.fcs.gov.au and the APRA hotline on 1300 55 88 49.

Complaints & Dispute resolution

We strive to provide a quality service to **You**. However, **We** understand that occasionally there may be some aspect of Our service or a decision made by **Us** that **You** would like to discuss with **Us**. If **You** have a complaint about Our products or the service **You** have received from **Us**, please contact **Your** insurance broker to initiate the complaint with **Us**. If **You** are unable to contact **Your** insurance broker, **You** can contact **Us** directly on 02 8270 1400.

In most cases **We** will be able to resolve this matter once contact is made by **You**. If **We** cannot, **You** will be referred to a manager who will attempt to resolve the matter.

If **You** are not happy with Our response, **You** may have the matter reviewed by Our Internal Dispute Resolution (IDR) process which is free of charge. You can contact Our IDR department at APACCompliance@axaxl.com or by mail to:

The Complaints Officer

XL Insurance Company SE, Australia Branch
Level 28 123 Pitt Street, Sydney NSW 2000
Email: idraustralia@axaxl.com

The IDR Department will contact **You** with a decision within fifteen (15) business days of receiving **Your** complaint.

If **You** are not satisfied with the outcome of the IDR process and would like to take the complaint further, **You** may refer the matter to the Australian Financial Complaints Authority (AFCA), an independent and external dispute resolution scheme at no cost to **You**, subject to the terms of reference. AFCA can be contacted by:

Australian Financial Complaints Authority

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

Privacy

We are committed to safeguarding and protecting **Your** privacy. **We** are bound by the provisions of the Privacy Act 1988 (Cth) which sets out the standards to meet in the collection, use and disclosure of personal information. **We** will only collect personal information from **You** to allow **Us** to quote on and insure **Your** risks and matters incidental thereto, including investigating, processing and managing claims.

We may provide **Your** personal information to others, such as **Our** related bodies corporate, other insurers or **Our** reinsurers, claims investigators, lawyers and other professionals, and government bodies. Some of these recipients may be outside of Australia, such as to Europe, the United Kingdom, India, Poland and the United States. Any disclosure outside Australia will be in compliance with the Privacy Act. **We** will not under any circumstances trade, rent or sell **Your** information.

If **You** do not provide **Us** with complete, accurate and up-to-date information, **We** cannot properly quote for **Your** business and **We** cannot insure **You**.

If **You** provide **Us** with personal information about anyone else, **We** will rely on **You** to have told them that **You** will provide their information to **Us**, to whom **We** may provide it, the purposes for which **We** will use it and that they can access it. If the information is sensitive, **We** rely on **You** to have obtained their consent on these matters.

If **You** wish to access or correct **Your** personal information, or wish to raise any concerns as to how **We** handle **Your** personal information, please write to:

The Privacy Officer

XL Insurance Company SE, Australia Branch,
Level 28, Angel Place
123 Pitt Street
Sydney NSW 2000
E: privacyaustralia@axaxl.com

If **You** require further information about how **We** deal with **Your** personal data under European Economic Area (EEA) data protection laws, please refer to **Our** European Privacy Notice at <https://axaxl.com/privacy-and-cookies> or contact the Privacy Officer using the contact details above.

Electronic Communication

Pursuant to the Insurance Contracts Act 1984 (Cth), a notice or other document may be given by electronic communication in accordance with the Electronic Transactions Act 1999 (Cth) and any regulations made under that Act. Amongst other things, this means that **We** can communicate with **You** by email.

If **You** are represented by an agent (e.g. **Your** insurance broker) and they provide **Us** with their nominated email address, they and **You** consent to **Us** delivering documents electronically to that email address, unless **You** or they tell **Us** otherwise. Any documents sent by email will be considered to have been received by **You** and **Your**

Agent twenty four hours from the time **We** send them to that email address.

In all other cases, if **You** provide **Us** with **Your** nominated email address **You** consent to **Us** delivering documents electronically to that email address, unless **You** tell **us** otherwise. Any documents sent by email will be considered to have been received by **You** twenty-four hours from the time **We** send them to that email address.

It is **You** and **Your** Agent's obligation to ensure that any email address provided to **Us** is up to date and let **Us** know promptly if it changes.

THE POLICY WORDING

In consideration of the payment of the Premium set out in the **Schedule**, the **Insurer** provides indemnity to the **Insured** in accordance with this **Policy**, subject to the limitations, terms and conditions of this **Policy** for the period set out in the **Schedule**.

This **Policy** is limited to the term specified in the **Period of Insurance** in the **Schedule**.

GENERAL DEFINITIONS

Certain words within this **Policy** have a special meaning. The following definitions apply to the **Policy** as a whole, when stated in bold throughout.

Advertising Injury means:

- (a) unintentional libel, slander or defamation,
- (b) piracy or any act, error or omission in the use of advertising or merchandising ideas, under an implied contract,
- (c) infringement of copyright, title or slogan,
- (d) invasion of the right of privacy, first published or broadcasted in connection with the **Insured's** advertising activities during the **Period of Insurance**.

Aircraft means:

any vessel, craft or device made or intended to fly or move in or through the atmosphere or space.

Insurers/We/Us/Our means:

XL Insurance Company SE, Australia Branch (ABN 36 083 570 441), trading as Brooklyn Underwriting.

Claim means:

any written demand made by a third party upon the **Insured** for compensation.

Civil Liability means:

legal liability arising from any civil cause of action including but not limited to;

- (a) negligence; or
- (b) breach of contract; or
- (c) breach of statute; or
- (d) breach of fiduciary duty; or
- (e) breach of trust; or
- (f) misstatement or misrepresentation; or
- (g) breach of an implied warranty; or
- (h) libel, slander or defamation; or
- (i) infringement of Intellectual Property Rights; or
- (j) breach of confidence or misuse of any information, which is either confidential or subject to restrictions as to its use.

Defence Costs means:

all necessary and reasonable costs and expenses incurred by the **Insurer**, or by the **Insured** with the **Insurer's** prior written consent, in defending, investigating or settling any **Claim**.

Defence Costs does not include Official Investigation and Enquiry Costs or Claimant's costs and expenses.

Documents means:

the following property owned by a third party and for which the **Insured** becomes responsible during the conduct of their **Insured's Business** and shall include deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates, written or printed documents or forms of any nature including any electronic or computer record or reproduction of such physical Documents but shall not include;

- (a) any shares, bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument; or
- (b) any electronically stored data; or
- (c) any software or computer programme.

Employee means:

any natural person employed under a contract of service or apprenticeship by the **Insured** during the **Period of Insurance**.

Endorsement means:

a change to the terms and conditions of this **Policy**, agreed by **Us**, that can restrict or expand cover.

Enquiring Body means:

a court, tribunal or legally constituted industry or professional body.

Excess means:

means the amount shown in the **Schedule** and represents the first amount which is payable by the **Insured** in respect of any one **Claim** made against the **Insured**.

Hovercraft means:

any vessel, craft or device made and intended to float on or in or travel on or through the atmosphere or water.

Insured's Business means:

the business conducted by the **Insured** only as specified in the **Schedule**.

Insured's Products means:

anything manufactured or deemed manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, repaired, serviced, treated, sold, supplied (including services) or distributed by the **Insured** including any container (other than a **Vehicle**) (after it has ceased to be in the physical possession or under the control of the **Insured**).

Limit of Liability means:

(a) **Occurrence**

The Insurer's total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the **Schedule** in respect of any one **Occurrence**.

(b) **Aggregate**

Where an aggregate **Limit of Liability** is stated in the **Schedule** to apply, the **Insurer's** total liability to pay damages (including claimants' costs, fees and expenses) in respect to the entire **Period of Insurance** shall not exceed the stated aggregate **Limit of Liability** regardless of the number or severity of **Occurrences** or **Claims**.

Loss means:

compensatory damages and/ or **Claimant's** costs (whether awarded or by settlement with the prior written consent of the Insurer) but shall not include;

- (a) civil or criminal fines or penalties imposed by law; or
- (b) punitive, exemplary, multiple or aggravated damages; or
- (c) any amount uninsurable at law; or

- (d) any amount for which the **Insured** is not legally liable or for which there is no legal recourse to any **Insured**.

Medical Persons means:

qualified medical practitioners, ancillary medical workers and dentists.

Molestation, Sexual Abuse/Assault means:

any actual or alleged act of molestation, sexual abuse or sexual assault of any person, including indecent exposure, sexual harassment or sexual intimidation.

North America means:

the United States of America and Canada and their territories and protectorates.

Occurrence means:

- (a) with respect to Personal Injury and Property Damage, an event, including continuous or repeated exposure to the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended from the Insured's standpoint. All Occurrences of a series consequent upon or attributable to one source or original cause shall be deemed one Occurrence and the total amount of indemnity payable by Us in respect of such Occurrence shall be accounted to the Period of Insurance in which the first Personal Injury and / or Property Damage from the one source or originating cause occurred.
- (b) With respect to Advertising Injury, the publishing or broadcasting of the injurious material or act which results in Advertising Injury neither expected nor intended from the Insured's standpoint. All liability involving the same injurious material or act, regardless of the frequency of repetition thereof or the number and kind of media used or the number of Claimants, shall be deemed as arising out of one Occurrence.

Official Enquiry and Investigation Costs means:

means necessary and reasonable legal costs and expenses incurred by the **Insured** arising out of any notice requiring the **Insured's** attendance at an enquiry or hearing held before an **Enquiring Body**.

Period of Insurance means:

the period commencing on the effective date and ending on the expiry date specified in the **Schedule**.

Personal Injury means:

- (a) Bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and mental injury;
- (b) False arrest, wrongful detention or imprisonment, malicious prosecution;
- (c) Wrongful entry or eviction;
- (d) Assault and battery not committed by or at the direction of the **Insured** unless committed for the purpose of preventing **Personal Injury** and/or **Property Damage** or eliminating danger;
- (e) Libel, slander, defamation of character or invasion of right of privacy;

which first occurs during the **Period of Insurance**.

Policy means:

this document, the **Schedule** and any applicable Endorsements.

Pollutants means:

- (a) any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned, or reclaimed.
- (b) other air emission, odour, waste water, oil, oil products, infectious or medical waste or any noise emissions

Product Hazard means:

Personal Injury or **Property Damage** arising out of the **Insured's Products** but only if the **Personal Injury** or **Property Damage** occurs after the physical possession of such products has been relinquished to others.

Property Damage means:

- (a) Physical damage to or destruction of tangible physical property which first occurs during the Period of Insurance including any resultant loss of use; or
- (b) Loss of use of tangible physical property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage to or destruction of other tangible physical property which first occurs during the Period of Insurance.

Retroactive Date means:

the date stated in the **Schedule**.

Schedule means:

the document entitled **Schedule** which provides the details of **Your** cover.

Senior Counsel means:

a barrister in active practice who is entitled to use the post-nominals QC or SC in any one or more superior court in the Commonwealth of Australia or the Dominion of New Zealand.

Territorial Limits means:

as listed in the **Schedule**.

Terrorism means:

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

Use of any Vehicle as a Tool of Trade means:

the use of a Vehicle on a work site, but does not include:

- (a) **Vehicles** whilst in transit to or from or within any work site; or
- (b) **Vehicles** used for transport or haulage.

Vehicle means:

any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

Watercraft means:

any vessel, craft or device made and intended to float on or in or travel on or through water.

GENERAL CONDITIONS

Payment of Premium

The **Insured** must pay the agreed premium to the **Insurer** by the due date. The due date is on or before 30 days after the inception date of the **Period of Insurance** as specified in the **Schedule** or such other time the **Insurer** agrees to in writing. If the **Insured** fails to pay the premium by the due date, the **Insurer** is entitled to cancel this **Policy** in accordance with the Insurance Contracts Act 1984.

Claims Procedure

- (a) The **Insured** shall not without the **Insurer's** consent make any admission, offer, promise or payment in connection with any **Occurrence**, event, **Claim**, writ, summons, proceedings, impending prosecution and/or inquest.
- (b) The **Insurer** shall be entitled, if it so desires, to take over and conduct in the **Insured's** name the defence or settlement of any **Claim** and the **Insurer** may make such investigation, negotiation and settlement of any **Claim** or suit as it deems expedient.
- (c) The **Insured** shall use its best endeavours to preserve any property, products, appliances, plant and other objects which may be required in connection with the investigation of or the defending of any **Claim** made against the **Insured** and shall not, except to prevent further **Personal Injury** and/or **Property Damage**, without the **Insurer's** consent and until the **Insurer** has had an opportunity of inspection, make any alteration or repair to or dispose of such matter.
- (d) The **Insurer** shall be entitled to prosecute in the **Insured's** name at its expense and for its own benefit any **Claim** for indemnity or contribution towards any loss or damage.
- (e) The **Insurer** shall have full discretion in the conduct of any proceedings in connection with any **Claim** and the

Insured shall give all information and assistance as the **Insurer** may reasonably require in the prosecution, defence or settlement of any **Claim**.

- (f) In the event of an **Occurrence**, the **Insured** shall promptly take at its own expense all reasonable steps to prevent further **Personal Injury** and/or **Property Damage** from arising out of the same or similar conditions, but such expense shall not be recoverable under this **Policy**.
- (g) The **Insurer** shall be entitled to attend any inquest in respect of which there may arise liability under this **Policy**.
- (h) In respect of **Claims** for amounts less than the **Excess** the **Insured** shall at all times observe and duly comply with the **Claims** Procedure referred to above.
- (i) Any person or organisation for which the **Insurer** makes a payment under this **Policy** must transfer to the **Insurer** their right to recovery against any other party. After a loss the **Insured** must do everything necessary to secure and do nothing to impair these rights.

Any amount recovered will be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

Discharge of Liabilities

The **Insurer** may at any time pay to the **Insured** the applicable **Limit of Liability** (after deducting all amounts already paid by or on behalf of the **Insurer**) or any lesser amount for which a **Claim** or **Claims** may be settled. Upon such payment, the **Insurer** will not be under any further liability to the **Insured** and will be released from all liability, except for expenses including investigation and legal costs incurred by the **Insured** with the **Insurer's** consent prior to the date of such payment. If the **Insurer** has a right to recover any costs charges and

expenses or other money from the **Insured**, then this right is not discharged or altered by this clause.

Inspection of Property

The **Insurer** shall be permitted but not obliged to inspect the **Insured's** property and operations at any time. Neither the **Insurer's** right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property or operations are safe.

Jurisdiction/Proper Law

This Insurance contract shall be subject exclusively to the laws of Australia and the states and territories thereof even if it also covers **Insureds** who are domiciled or have their headquarters in other countries or states. Nothing in this Clause affects the assessment of an **Insured's** liability towards claimants/injured third parties.

It is agreed that the exclusive place of jurisdiction for disputes arising under this **Policy** of Insurance shall be determined in an Australian court.

Marginal Notes and Headings

Where marginal notes and headings are used in this **Policy** they are purely descriptive in nature and are not intended to be used for interpretive purposes.

Notice of Change

The **Insured** shall give notice in writing as soon as practicable of any change in facts or circumstances that comes to the **Insured's** knowledge which materially varies the risk, the subject of this Insurance, at any time during the **Period of Insurance** of this **Policy**. For example:

In respect of Section 2 – Civil Liability:

- (a) any merger with, or acquisition of or by, another company, entity, partnership or business or the establishment of a subsidiary company or branch office, notwithstanding clause 3.7(h) (New Subsidiaries Extension);
- (b) the appointment of any type of administrator, receiver or liquidator, or a trustee in bankruptcy, to any **Insured**;
- (c) any material change in the nature of the professional activities of any **Insured** as represented in the applicable proposal form;
- (d) the cancellation, suspension or **Loss** of, or the imposition of any restriction or limitation on, any license, registration or authorisation under any legislation or regulation applicable to any aspect of the **Insured's Business**.

Where such notice is given, the **Insurer** will be entitled to negotiate with the **Insured** the terms for the continuation of this **Policy**. The **Insurer** will also be entitled to cancel this **Policy** in accordance with the provisions of the Insurance Contracts Act 1984.

The **Insurer** shall be entitled to reduce any indemnity or payment which may be available to the **Insured** under this **Policy** in respect of any **Loss, Claim** or settlement or any other payment to the extent of any prejudice suffered by the **Insurer** arising from any failure by the **Insured** to comply with this condition.

Other Insurance

If the **Insured** makes a **Claim** under this **Policy** in respect of which the **Insured** is or may be indemnified in whole or part under any other Insurance(s), then the **Insured** must advise the **Insurer** of the full details of such other Insurance(s) when making the **Claim** under this **Policy**. Subject to the provisions of the Insurance Contracts Act 1984, the **Insurer** reserves its rights to seek contribution from such other insurer(s).

Reasonable Care

The **Insured** shall:

- (a) Exercise reasonable care that only competent workers are employed and take reasonable measures to maintain all premises (including fittings and plant) owned or occupied by it, in sound condition; and
- (b) Take reasonable precautions to:
 - (i) prevent **Personal Injury** and/or **Property Damage**; and
 - (ii) prevent the manufacture, sale or supply of defective products; and
 - (iii) comply and ensure that the Workers, servants and agents of the **Insured** comply with all statutory obligations, by-laws or regulations which provide for the safety of persons and property; and
- (c) At the expense of the **Insured** take reasonable action to trace, recall or modify any products containing any defect or deficiency which defect or deficiency the **Insured** has knowledge of or has reason to suspect.

Subrogation

In the event of a payment under this **Policy** to or on behalf of the **Insured**, the **Insurer** shall, subject to the Insurance Contracts Act 1984, be subrogated to all the **Insured's** rights of recovery against all persons and organisations and the **Insured** shall execute and deliver instruments and papers and do all that is necessary to assist the **Insurer** in the exercise of such rights.

Severability and Non-Imputation

Where this **Policy** insures more than one party, any failure on the part of any of the parties to:

- (i) comply with the Duty of Disclosure in terms of the Insurance Contracts Act 1984; or
- (ii) comply with any obligation in terms of this **Policy**; or

- (iii) refrain from conduct which is dishonest, fraudulent, criminal or malicious,

shall not prejudice the right of the remaining party or parties to indemnity under the terms of this **Policy**, provided that such remaining party or parties shall:

- (1) be entirely innocent of and have had no prior knowledge of any such failure; and
- (2) as soon as practicable after becoming aware of any such failure, advise the **Insurer** in writing of all the relevant circumstances.

Assignment

This **Policy** and any rights hereunder cannot be assigned without the prior written consent of the **Insurer**.

Interpretation

The paragraph headings are for convenience and do not form part of this **Policy** for the purposes of interpretation of this **Policy** except where they are used for identifying the insuring clauses, exclusions or conditions being referred to.

Words and expressions in the singular include the plural and vice versa. Words (except headings) in bold lettering have a special meaning and are defined in the **Policy**. Words that are not specifically defined in this **Policy** have their normal meaning.

Cross Liability

Where the **Insured** comprises more than one entity the term **Insured** shall be considered as applying to each entity in the same manner as though a separate **Policy** had been issued to each entity, provided nothing contained in this clause shall operate to increase the **Insurer's Limit of Liability** as specified in the **Schedule**.

Supplementary Payments Claims Worldwide

In relation to **Claims** made and/or actions instituted against the **Insured** worldwide including the United States of America or Canada, or **Claims** or actions to which the laws of the United States of America or Canada apply, the **Insurer** shall indemnify

the **Insured** in respect of expenses, including investigation and legal costs as set out in (a) and (b) below, subject to the **Limit of Liability**:

- (a) all expenses, including investigation and legal costs incurred by the **Company** and/or by the **Insured** with the written consent of the **Insurer**, in the settlement or defence of any **Claim** or suit for compensation in respect of which the **Insured** is entitled to indemnity as above or if sustained would be so entitled; and
- (b) all expenses incurred by the **Insured** for first aid to others for **Personal Injury** to which the above applies (other than medical expenses prohibited by law).

GENERAL EXCLUSIONS

The following exclusions apply to the **Policy** as a whole unless specifically stated otherwise.

This **Policy** does not cover any liability arising out of or connected directly or indirectly with:

Contractual Liability

- (a) any liability or liabilities which the **Insured** has assumed under a contract unless such liability would have attached in the absence of such contract;
- (b) the **Insolvency**, receivership, administration, bankruptcy or liquidation of the **Insured**;
- (c) any trading debt incurred by the **Insured**;
- (d) any guarantee given by the **Insured** for a debt.
- (e) any liability assumed by or on behalf of any **Insured** under any express guarantee or express warranty, unless such liability would have attached to the **Insured** in the absence of such warranty or guarantee.

Provided that this Exclusion does not apply to:

- (i) liability which would have been imposed by law in the absence of such contract or agreement; or
- (ii) liability assumed by the **Insured** under a written contract or agreement, but only in respect of **Personal Injury**, **Property Damage** or **Advertising Injury** which occurs after the execution of such contract or agreement.
- (iii) This Exclusion does not apply to a **Claim** for **Employment Practices Liability**.

Computers and Technology

- (a) for **Property Damage** to **Electronic Data** or Technology caused by or arising directly or indirectly out of the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **Electronic Data** or any error in creating, amending, entering, deleting or using **Electronic Data** or total or partial inability or failure to receive, send, access or use **Electronic Data** for any time at all or any consequential loss resulting from this;
- (b) caused by or arising directly or indirectly out of or in connection with the use of an intranet or the Internet (including but not limited to the World Wide Web and electronic mail systems) by the **Insured** or on the **Insured's** behalf; or
- (c) caused by or arising directly or indirectly out of or in connection with computer hardware or software that does not meet Year 2000 Conformity, within the meaning of that term in Miscellaneous Paper SAA/SNZ MP77:1998 "A Definition of Year 2000" published by Standards Australia and as amended or substituted from time to time.

Cyber

the failure or impairment of any computer or other electronic device, computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any electromagnetic weapon.

Employer's Liability (applicable to Section 1 and 2 only)

- (a) **Personal Injury** to any person arising out of or in the course of the employment of such person in the service of the **Insured**;

- (b) **Personal Injury** to any person who is deemed to be the **Employee** of the **Insured** pursuant to any legislation relating to worker's compensation;
- (c) **Personal Injury** for which the **Insured** is entitled to seek indemnity under any statutory fund, statutory scheme, self-insurance or any **Policy** of Insurance required to be taken out pursuant to any legislation relating to Workers' Compensation, whether or not the **Insured** is a party to such contract of insurance
- (d) **Claims** made against the **Insured** under the provisions of any Workers' Compensation legislation, any industrial award, agreement of determination;
- (e) any **Claim** by any person arising out of or in the course of the employment of such person in the service of the **Insured** for harassment, discrimination or unfair dismissal.

Fines, Penalties and Duties

Fines, penalties, tax or duty imposed by law, civil, punitive, exemplary, aggravated and liquidated damages.

North America

arising directly or indirectly from or in respect of:

- (a) any **Civil Liability** resulting from the conduct of the **Insured's Business** within **North America**; or
- (b) the provision of **Insured's Business** to persons in **North America**; or
- (c) any **Claim** brought against the **Insured** in any court of law, arbitration, tribunal, forum or other body entitled to impose enforceable orders in **North America**; or
- (d) any **Claim** arising from the enforcement of any judgment, order or award in respect of any action brought in any court of law, arbitration, tribunal or other judicial body in **North America**.

Pollution

arising out of:

- (a) the actual, alleged or threatened discharge, dispersal, release, escape, seepage or migration of **Pollutants**; or
- (b) any:
 - (i) governmental direction or request that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**; or
 - (ii) **Claim** or action instituted against the **Insured** by or on behalf of any governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralising **Pollutants**;

Prior Claims or Known Circumstances

arising directly or indirectly from or in respect of:

- (a) any **Claim** first made against the **Insured** prior to the **Period of Insurance**; or
- (b) any circumstances, acts, errors or omissions which were:
 - (i) known to the **Insured** prior to the **Period of Insurance** and the **Insured** ought reasonably have expected to give rise to a **Claim** or **Official Investigation and Enquiry Costs**; or
 - (ii) notified under any insurance that was in force prior to the **Period of Insurance**.

Electro Transmissions, Radioactive Contamination and Explosive Nuclear Assemblies

arising out of or relating to **Loss** or destruction of or damage to any property whatsoever or any **Loss** or expense whatsoever resulting or arising therefrom or any consequential **Loss** or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:

- (a) electromagnetic fields, extremely low frequency electric fields and/or magnetic fields, microwave emissions or radio emissions;
- (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exclusion only, combustion shall include any self-sustaining process of nuclear fission; or
- (c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (d) nuclear weapons material.

Sanctions

We shall not be deemed to provide cover and **We** shall not 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 **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

Total Molestation

arising directly or indirectly from, or in connection with any of the following:

- (i) the molestation of, interference with, sexual harassment, sexual intimidation, mental or physical abuse of, or assault of persons; or
- (ii) any act(s) of indecency; or
- (iii) the failure to detect, act upon or prevent the molestation of, interference with, mental or physical abuse of or harassment, intimidation or assault of persons or acts of indecency, by:
 - 1. the **Insured**; or

- 2. any agent of the **Insured**; or
- 3. any person performing any volunteer service for or on behalf of the **Insured**.

The **Insurer** shall not defend any **Claim** against the **Insured** directly or indirectly arising from or in respect of molestation, interference, mental abuse, physical abuse, assault, harassment, intimidation or act(s) of indecency or a failure to detect, act upon or prevent molestation, interference, mental abuse, physical abuse, assault, harassment, intimidation or act(s) of indecency.

Toxic Substances

- (e) any actual or alleged liability, whatsoever for any **Claim** in respect of loss or losses (exclusively or partially) arising out of, resulting from, or in consequence of, or in any way involving asbestos or refractory ceramic fibres, or any materials containing asbestos or refractory ceramic fibres in whatever form or quantity;
- (f) polychlorinated biphenyls (PCBs).

War/Terrorism

- a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or
- b) any act of **Terrorism**, piracy or hijack; or
- c) any other civil disturbance or civil unrest, including strike, protest and civil commotion

SECTION 1 - PUBLIC AND PRODUCTS LIABILITY

Additional Definitions

In addition to the General Definitions the following definition also applies to this Section.

Insured/You/Your means:

- (a) the named individual(s), legal entity or entities specified in the **Schedule** and their subsidiary companies; and
- (b) Any principal in respect of the liability of such principal arising out of the performance by a company referred to in (a) above of any contract or agreement for the performance of work for such principal, but limited always to the extent of cover and the **Limit of Liability** provided in this **Policy**.
- (c) Any director, executive officer, **Employee** or partner of a company referred to in (a) above, but only whilst acting within the scope of their duties in such capacity.
- (d) Any office bearer or member of a social and/or sporting club formed with the consent of the **Insured**, in respect of **Claims** covered by this **Policy** arising from or connected with the activities of any such club.

Insuring Clause

The **Insurer** will indemnify the **Insured** up to the **Limit of Liability** and subject to all terms, conditions and exclusions of this **Policy** for:

- (a) all amounts which the **Insured** becomes legally liable to pay as compensation (excluding punitive, exemplary, aggravated and liquidated damages) for **Personal Injury**, **Property Damage** and/or **Advertising Injury** occurring within the **Territorial Limits** as a result of an **Occurrence** occurring within the **Period of Insurance** in connection with the **Insured's Business**;

- (b) all legal costs taxed/assessed against the **Insured** arising out of **Personal Injury**, **Property Damage** or **Advertising Injury** for which indemnity is available under clause (a) above; and
- (c) all interest accruing after entry of judgment against the **Insured** arising out of **Personal Injury**, **Property Damage** or **Advertising Injury** for which indemnity is available under clause (a) above until the **Insurer** has paid, tendered or deposited in court such part of such judgment as does not exceed the **Limit of Liability**.

The total indemnity available under this clause in respect of the combined amounts in (a), (b) and (c) is restricted to the **Limit of Liability**.

Additional Exclusions

In addition to the General Exclusions the following also apply to this Section.

The **Insurer** shall not be liable in respect of any **Claim** arising from:

- (a) **Advertising Liability**

Advertising Injury resulting from:

- (i) failure of performance of contract or breach of contract; or
- (ii) infringement of trade-mark or trade name; or
- (iii) incorrect description of any article or commodity; or
- (iv) mistake in advertised price;

first committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the **Insured's** advertising activity.

- (b) **Aircraft, Hovercraft, Watercraft and Registered Vehicles**

the ownership, possession, maintenance, operation, use or

legal control by or on behalf of the **Insured** of any:

- (i) **Aircraft**, (also **Claims** arising out of the **Insured's Products** that are used with the **Insured's** knowledge in **Aircraft** or aerial devices); or
- (ii) **Hovercraft**; or
- (iii) **Watercraft** or vessels exceeding 8 metres in length.

This shall not apply where the **Watercraft** or vessel is:

1. let out on hire or on charter to the **Insured** and is wholly crewed/manned by a professional crew; and
2. the **Insured** is not in the business of letting for hire or charter any **Watercraft** or vessels; and
3. the hiring or chartering of the **Watercraft** or vessel by the **Insured** is not undertaken in the normal course of the **Insured's Business**.

- (iv) **Vehicle** which is registered or is required under any legislation to be registered; or
- (v) **Vehicle** in respect of which compulsory insurance is required to be effected by virtue of any legislation.

However, exclusion (b) (iv) and (v) do not apply to **Personal Injury** and/or **Property Damage** arising from:

1. the delivery or collection of goods to or from any **Vehicle** where such **Personal Injury** and/or **Property Damage** occurs beyond the limits of any carriageway or thoroughfare; or
2. the loading or unloading of any **Vehicle**; or
3. the **Use of any Vehicle as a Tool of Trade**.

(c) **Alterations/Additions, Construction of Buildings**

the erection, construction, demolition, alteration of and/or addition to a building(s) by or on behalf of the **Insured**, except alteration of or addition not exceeding in cost the sum of \$250,000 to a building(s) owned and/or occupied by the **Insured**.

(d) **Libel, Slander and Defamation**

the publication of any defamatory material:

- (i) made prior to the commencement of the **Period of Insurance**; or
- (ii) made at the **Insured's** direction or with the **Insured's** authority or with knowledge of its falsity; or
- (iii) related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the **Insured**.

(e) **Loss of Use**

loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- (i) a delay in or lack of performance by or on behalf of the **Insured** in relation to any contract or agreement; or
- (ii) the failure of the **Insured's Products** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the **Insured**.

However, this Exclusion (e) does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the **Insured's Products** after such products have been put to use by any person or organisation other than the **Insured**.

(f) **Product Defect/Faulty Workmanship**

- (i) **Property Damage** to the **Insured's Products** if such damage is attributable to any defect therein or the harmful nature thereof or unsuitability for the purpose for which they were intended; or
- (ii) Performing, completing, repairing, replacing, correcting or improving any work or service undertaken or provided by or on behalf of the **Insured**.

(g) **Product Recall**

the withdrawal, recall, inspection, repair, replacement or loss of use of the **Insured's Products** or any property of which such products form a part.

(h) **Professional Liability**

the rendering of or failure to render professional advice or service by the **Insured** or any error or omission connected therewith.

This exclusion does not apply to liability arising out of

- 1. the rendering of or failure to render medical advice at the **Insured's Premises** by **Medical Persons** employed by the **Insured** to provide first aid and ancillary medical services; or
- 2. advice which is given by the **Insured** for no fee; or
- 3. advice given by the **Insured** in respect of the use or storage of the **Insured's Products**.

(i) **Property in Physical or Legal Control**

Property Damage to:

- (i) property owned by or leased or rented to the **Insured**; or
- (ii) property in the physical or legal control of the **Insured**.

However, this Exclusion shall not apply to liability for **Property Damage** to:

- 1. real property, including buildings which are leased or rented to the **Insured**; or

- 2. real property including contents, not owned, leased or rented to the **Insured** but temporarily occupied by the **Insured** for the purpose of carrying out work in connection with the **Insured's Business**, but no indemnity is granted for damage to that part of the property on which the **Insured** is or has been working or which arises out of such work; or
- 3. **Vehicles** (not belonging to or used by or on the behalf of the **Insured**) in the physical or legal control of the **Insured** where such **Property Damage** occurs whilst any such **Vehicles** are in a car park owned or operated by the **Insured** but not where the **Insured** as part of its business is a car park owner or operator for reward; or
- 4. property belonging to visitors or **Insured's Employees**; or
- 5. property in the physical or legal control of the **Insured** (except whilst undergoing any process or being worked upon) for which the **Insured** has not assumed any responsibility to obtain Insurance. However, for such **Claims** the Company will indemnify the **Insured** against such **Claims**, subject to the terms of this **Policy** to a maximum of \$500,000 in the aggregate during the **Period of Insurance**, subject to payment by the **Insured** of the **Excess** specified in the **Schedule**.

(j) **Tobacco/Tobacco Products**

death or the contraction, aggravation or exacerbation of any disease, sickness, injury, or disorder of the human body or mind as a result of the use or consumption (including passive smoking) of tobacco or tobacco products.

(k) **Participant to Participant – Contact Sports**

any **Personal Injury** suffered by one participant caused by another participant in any sport, game, match, practice, trial or activity forming part of the **Insured's Business** insured under this **Policy** where physical contact of any

participant to participant is permissible within the rules of the sport, game, match, practice, trial or activity (including for example association football/soccer, Australian rules football, American football, boxing, camogie, floorball, Gaelic football, handball, hockey, hurling, ice hockey, lacrosse, martial arts, rugby league, rugby union and water polo).

(l) **Liability from Contractors/Subcontractors**

the direct liabilities of contractors and/or subcontractors unless they are designated as an **Insured**. However, the **Insurer** indemnifies the **Insured** for their vicarious liability arising from or caused by contractors and/or subcontractors.

SECTION 2 - CIVIL LIABILITY

Additional Definitions

In addition to the General Definitions, the following definition also applies to this Section.

Insured/You/Your means:

- (i) the named individual(s), legal entity or entities specified in the **Schedule** and their subsidiary companies; and
- (ii) any past and/or present director, executive officer, **Employee** or partner of the legal entity or entities specified in the **Schedule**, but only in their capacity as such; and
- (iii) any office bearer or member of a social and/or sporting club formed with the consent of the **Insured**, in respect of **Claims** covered by this **Policy** arising from or connected with the activities of any such club; and
- (iv) the estate, heirs, legal representatives or legal assigns of any natural person **Insured** under this **Policy** in the event of the death or legal incapacity of such person.

Insuring Clause

This Section of the **Policy** is written on a **Claims** made and notified basis. The **Insurer** will indemnify the **Insured** against **Civil Liability** for any **Loss** incurred by the **Insured** in respect of any **Claim** first made against the **Insured** and which is notified to the **Insurer** during the **Period of Insurance** resulting from the conduct of the **Insured's Business** by the **Insured** and occurring after the **Retroactive Date**.

Including:

a) Breach of Confidentiality

The **Insurer** agrees to indemnify the **Insured** against **Civil Liability** the **Insured** incurs in respect of a **Claim** alleging breach of confidentiality by the **Insured** resulting from the conduct of the **Insured's Business**.

b) Consumer Protection Legislation

Claims resulting from breach of a statutory duty under the Competition and Consumer Act 2010 (Cth), Corporations Act 2001 (Cth), National Consumer Credit Protection Act 2009 (Cth) or similar legislation enacted for the protection of consumers, within any Australian jurisdiction including any amendment, consolidation or re-enactment of such legislation, provided that the **Insurer** will not indemnify the **Insured** for **Claims** made where such **Claim** arises:

- (i) under the penal or criminal provisions of the above Acts, or any similar legislation; or
- (ii) from conduct of the **Insured** which is fraudulent or intended to mislead or deceive.

However, the **Insurer** will only exclude such **Claims** where it is established by final adjudication that the **Insured** breached the penal or criminal provisions of the Acts, or where the conduct was established by final adjudication to be fraudulent or intended to mislead or deceive.

c) Contractual Liability

Notwithstanding General Exclusions, Contractual Liability;

the **Insurer** will indemnify the **Insured** against **Civil Liability** the **Insured** incurs in respect of a **Claim** under an indemnity and/or hold harmless term of a written contract between any **Insured** and a third party for the performance of the **Insured's Business** by or on behalf of the **Insured** to the extent that such **Civil Liability** arises directly from an act, error or omission in the performance of such **Insured's Business** by or on behalf of the **Insured**.

d) **Infringement of Intellectual Property**

Infringement of rights of intellectual property, provided that:

- (i) the infringement is committed by the **Insured** in the course of carrying on their **Insured's Business**; and
- (ii) the **Insured** did not intend to commit such infringement.

e) **Libel, Slander or Defamation**

Libel, slander or defamation, provided that:

- (i) the libel, slander or defamation is committed by the **Insured** in the course of the **Insured's Business**; and
- (ii) the **Insured** did not intend to commit the libel, slander or defamation.

f) **Implied Warranties**

a breach of an implied warranty in relation to merchantable quality, due care and skill or fitness for purpose implied in a contract, at common law and/ or the terms of the Competition and Consumer Act 2010 (Cth) or any or similar legislation enacted for the protection of consumers, within any Australian jurisdiction including any amendment, consolidation or re-enactment of such legislation.

g) **Privacy**

a breach of, or unlawful interference with, privacy.

h) **Fiduciary Duty**

a breach of fiduciary duty.

Limit of Liability

- (a) The total liability of the **Insurer** for **Loss** in respect of all **Claims** first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance** shall not exceed the **Limit of Liability** or the applicable Sub-limit specified in any Extension or in the **Schedule**.
- (b) Nothing in this **Policy** operates to increase the **Limit of Liability** or any Sub-Limit specified in any Extension or in the **Schedule**.
- (c) The **Limit of Liability** is inclusive of any Sub-Limit specified in any Extension or in the **Schedule**.
- (d) Any Sub-Limit specified in any Extension or in the **Schedule** is an aggregate limit inclusive of any applicable **Defence Costs**.

Defence Costs

The **Company** will, in addition to the **Limit of Liability**, pay **Defence Costs** provided that if the total amount of **Loss** required to dispose of the **Claim** or **Claims** exceeds the **Limit of Liability**, the liability of the **Insurer** for such **Defence Costs** shall be only that proportion which the **Limit of Liability** bears to the total amount of **Loss** required to dispose of the **Claim** or **Claims**.

The **Insurer** will pay for **Defence Costs** when they are incurred prior to the final resolution of the **Claim**. However, to the extent that it is established that such **Defence Costs** are not **Insured** under the **Policy**, the **Insured** shall repay to the **Company** all payments of **Defence Costs** incurred on the **Insured's** behalf.

Excess

We are only be liable to indemnify the **Insured** for such amount of any **Loss**, settlement or other payment that may be the subject of indemnity under this **Policy** (including any Extension or Optional Extension unless otherwise specified), and/ or pay any **Defence Costs** or **Official Investigation and Enquiry Costs**, in respect of any one **Claim** or the proceedings of an **Enquiring Body** the **Insured** is legally required to attend which is in **Excess** of the **Excess**. The **Excess** is to be borne by the **Insured** and shall remain uninsured.

Aggregation of Claims

All **Claims** arising out of, based upon, attributable to or in respect of a single act, error or omission or series of acts, errors or omissions consequent upon or attributable to one source or original cause shall be considered to be a single **Claim** and shall attract one **Excess**.

For the purposes of Automatic Extensions Clause (i) **Official Investigation and Enquiry Costs**, all notices arising out of, based upon, attributable to or in respect of any one enquiry or hearing shall be considered to be a single notice and shall attract one **Excess**.

Automatic Extensions

These Automatic Extensions are subject to all the terms of the **Policy**, unless otherwise stated. The total of all payments made under any of the Automatic Extensions, will be part of and not in addition to the **Limit of Liability**, unless otherwise stated.

(a) Automatic Reinstatement

In the event of exhaustion or partial exhaustion of the **Limit of Liability** solely by reason of indemnity granted for **Loss** in respect of **Claims** first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance**, the **Insurer** agrees to reinstate (or partially reinstate in the case of partial exhaustion) the **Limit of Liability** in respect of **Loss** provided that:

- (i) the **Insurer's** liability for any single **Claim** will not exceed the **Limit of Liability**; and
- (ii) the aggregate liability of the **Insurer** under this **Policy** will not exceed the sum of the **Limit of Liability** and, in the event of exhaustion or partial exhaustion of the **Limit of Liability**, two full reinstatements of the **Limit of Liability**, save that the **Insurer** will in addition pay **Defence Costs** on the basis already set out in this **Policy**.

(b) Claims Preparation Costs

- (i) The **Insurer** will indemnify the **Insured** for any reasonable costs and expenses incurred by the **Insured** with the prior written consent of the **Insurer** specifically for the preparation of the defence or investigation of any **Claim** that is indemnified under this **Policy**.
- (ii) The aggregate amount of all payments made by the **Insurer** pursuant to this Extension will not exceed \$25,000.

(c) Continuous Cover

Where the **Insured** has failed to exercise their rights pursuant to Section 40(3) of the Insurance Contracts Act 1984 (Cth) in relation to an earlier professional indemnity insurance **Policy** issued to the **Insured** by or on behalf of a previous **Insurer**, then General Exclusions clause Prior **Claims** or Known Circumstances of this **Policy** shall not apply to the facts, circumstances, acts, errors or omissions to which such unexercised rights apply provided that:

- (i) the **Insured** has been continuously **Insured**, without interruption at the commencement of the **Period of Insurance**, under a similar professional indemnity insurance **Policy** from the earliest time at which the **Insured** could have reasonably first exercised their rights pursuant to Section 40(3) of the Insurance Contracts Act 1984 (Cth) in respect of the subject facts, circumstances, acts, errors or omissions; and
- (ii) there has been no fraudulent misrepresentation or fraudulent non-disclosure by the **Insured** in respect of the subject facts, circumstances, acts, errors or omissions; and

(iii) the **Insurer** may reduce their liability to indemnify the **Insured** or make any payment by reason of this extension to the extent that the **Insurer** has been prejudiced by the failure of the **Insured** to exercise their rights pursuant to Section 40(3) of the Insurance Contracts Act 1984 (Cth) at the earliest time at which the **Insured** could have reasonably first exercised such rights in respect of the subject facts, circumstances, acts, errors or omissions; and

(iv) in determining any prejudice referred to in point (iii) above, the **Insurer** may take into account any factors the **Insurer** may deem to be material including, but not limited to, the limits of indemnity, sub-limits, terms, conditions and exclusions of any applicable earlier professional indemnity insurance **Policy**.

(d) **Court Attendance Costs**

For any person described in (i) or (ii) below who actually attends court as a witness in connection with a **Claim** notified and is the subject of indemnity under this **Policy**, it is agreed that **Official Investigation and Enquiry Costs** will include the following rates per day on which attendance in court has been required:-

- (i) for any person who was or is a principal, partner or director of the **Insured**: \$500.
- (ii) for any person who was or is an **Employee** of the **Insured**: \$250.

The Excess shall not apply to this Automatic Extension.

(e) **Dishonesty of Employees**

The **Insurer** will, notwithstanding Additional Exclusion clause Dishonest, Fraudulent or Criminal Acts, indemnify the **Insured** against **Civil Liability** for **Loss** in respect of any **Claim** first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance** resulting from any dishonest, fraudulent, criminal or malicious act or omission by any **Employee** of the **Insured** occurring or committed in connection with the **Insured's Business**.

Nothing in this Automatic Extension shall require the **Insurer** to indemnify any **Employee** who has perpetrated any such dishonest, fraudulent, criminal or malicious act or omission or who has by act or omission condoned any such act or omission.

(f) **Joint Venture Liability**

The **Insurer** will indemnify the **Insured** against **Civil Liability** for **Loss** in respect of any **Claim** first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance** resulting from the **Insured's** participation in a **Joint Venture** in connection with the **Insured's Business**. Provided that any indemnity given shall relate only to the **Insured's** proportion of any liability incurred by such **Joint Venture**.

(g) **Lost Documents**

The **Insurer** will, in the event of **Loss** of or damage to **Documents** occurring in connection with the **Insured's** conduct of the **Insured's Business**, indemnify the **Insured** against costs and expenses reasonably incurred by the **Insured** in replacing or restoring such **Documents**.

Provided that:

- (i) such **Loss** or damage is sustained during the **Period of Insurance** while the **Documents** are either in transit to or in the custody of the **Insured** or of any person to whom the **Insured** has entrusted them in the course of the normal conduct of the **Insured's Business**; and
- (ii) the amount of any **Claim** for such costs and expenses shall be supported by bills and accounts which shall be subject to approval by a solicitor to be nominated by the **Insurer** with the consent of the **Insured** or if such consent is withheld, by the President of the Law Society in whichever State the **Policy** was issued; and
- (iii) the **Insurer** shall not be liable in respect of **Loss** or damage directly or indirectly arising from, in whole or in part:

- (1) wear and tear or any other gradual process; or

- (2) any computer virus or other malicious or damaging software; or
- (3) any, act, error or omission committed or made, by any person or entity who at the time of such act, error or omission was not an **Insured**.

The total liability of the **Insurer** for all **Claims** under this Automatic Extension shall not exceed \$250,000 in the aggregate.

(h) **New Subsidiaries Extension**

The **Insurer** agrees that in the event that the **Insured** either acquires or creates a new subsidiary entity according to the laws of the Commonwealth of Australia that this **Policy** shall automatically be extended to include that subsidiary as a named **Insured** during the **Period of Insurance** for a maximum period of 30 days from the effective date of such creation or acquisition. Provided that:

- (i) in the case of an acquisition by the **Insured**, the revenue of the new subsidiary for the 12 months preceding the date of its acquisition does not exceed 25% of the declared revenue of the **Insured** for the 12 months preceding the **Period of Insurance**;
- (ii) the new subsidiary is not incorporated in **North America**;
- (iii) the new subsidiary does not perform any **Insured's Business** within **North America** and/ or Canada;
- (iv) the new subsidiary provides services that are in the same professional discipline and substantially similar to those provided by the **Insured's Business**;
- (v) unless the **Insurer** agrees in writing to include such subsidiary under clause 4.1(a) of this **Policy**.

This automatic extension shall only apply to **Insured's Business** performed by the subsidiary whilst they are a subsidiary of the **Insured**.

(i) **Official Investigation and Enquiry Costs**

The **Insurer** will indemnify the **Insured** for **Official Investigation and Enquiry Costs** of attending the proceedings of an **Enquiring Body**.

Provided that:

- (i) the **Insured** is legally required or compelled to attend such enquiry; and
- (ii) the notice requiring the **Insured's** attendance at the enquiry or hearing is first received by the **Insured** and notified to the **Insurer** during the **Period of Insurance**; and
- (iii) such attendance results directly from an act, error or omission committed or allegedly committed by or on behalf of the **Insured** in the conduct of the **Insured's Business**; and
- (iv) such indemnity is subject to the written consent of the **Insurer** prior to incurring **Official Investigation and Enquiry Costs**, and does not include any regular or overtime wages, salaries or fees of the **Insured**; and
- (v) the **Insurer** is entitled, at their sole discretion, to appoint legal or other representation for the **Insured** at such enquiry; and
- (vi) the total liability of the **Insurer** for all **Claims** under this Automatic Extension shall not exceed \$250,000 in the aggregate.

(j) **Public Relations Expenses**

The **Insurer** will indemnify the **Insured** for the reasonable and necessary costs and expenses directly incurred by the **Insured** with the prior written consent of the **Insurer** in seeking advice from a reputable public relations consultant solely for the purpose of protecting the professional reputation of the **Insured** that has been brought into question as a direct result of a **Claim** that is the subject of indemnity under this **Policy**.

Such indemnity will be subject to:

- (i) the **Insured** providing written notice to the **Insurer** within 30 days of first becoming aware of the professional reputation of the **Insured** being brought into question; and
- (ii) the **Insured** providing prior written notice to the **Insurer** within 30 days of the subject **Claim** being finalised of the intention to incur such costs and expenses.
- (iii) the onus of, and any costs and expenses incurred in, proving entitlement to indemnity under this extension shall rest solely with the **Insured**.
- (iv) the total liability of the **Insurer** for all **Claims** under this Automatic Extension shall not exceed \$25,000 in the aggregate.

(k) **Run Off Cover Insured Entity or Subsidiary with Additional Thirty Day Reporting Period**

The **Insurer** agrees that the coverage provided under this **Policy** shall continue until the 30th day after the expiry date of the **Period of Insurance**.

Provided always that such coverage shall only apply in respect of Claim(s) arising from any act, error or omission occurring prior to the earlier of either the:

- (i) expiry date of the **Period of Insurance** or the
- (ii) effective date that an **Insured** entity ceased to exist or operate or was consolidated with, merged into or acquired by another entity.

A notification to the **Insurer** during the 30 days after the expiry date of the **Period of Insurance** will be deemed to have been first notified to the **Insurer** during the **Period of Insurance**.

(l) **Statutory Liability**

The **Insurer** will, notwithstanding General Exclusions clause **Fines, Penalties and Duties**, indemnify the **Insured** against breach of a statutory duty resulting from the conduct of the **Insured's Business** involving:

- (i) any civil offence,
- (ii) breach of occupational health and safety law or regulation,
- (iii) any strict liability offence in connection with the discharge, dispersal, release or escape of **Pollutants**.

Nothing in this Automatic Extension shall require the **Insurer** to indemnify the **Insured** in connection with any breach of a statutory duty directly or indirectly based on, arising out of or attributable to the reckless or grossly negligent conduct of the **Insured**, or any intentional breach or violation of law by the **Insured**.

The total liability of the **Insurer** for all **Claims** under this automatic extension shall not exceed \$250,000 in the aggregate for all **Claims** inclusive of **Defence Costs**.

(m) **Sub-contractors, Consultants and Agents**

The **Insurer** agrees to indemnify the **Insured** against **Civil Liability** the **Insured** incurs in respect of a **Claim** resulting from any acts, error or omission of subcontractors, consultants and agents of the **Insured**, provided that the **Insurer** will only indemnify the **Insured** for its **Civil Liability** in connection with the **Insured's Business** provided by the subcontractor, consultant and/ or agent whilst working on behalf of the **Insured** and for whom the **Insured** is responsible. Indemnity will not extend to the sub-contractor, consultant and/or agent who committed the act, error or omission.

Additional Exclusions

In addition to the General Exclusions the following also apply to this Section.

The **Insurer** shall not be liable in respect of any **Claim**:

(a) **Controlling or Financial Interests**

arising directly or indirectly from or in respect of work undertaken for or on behalf of any company related to any **Insured**, which for the purposes of this **Policy** includes:

- (i) any other **Insured**; or
- (ii) any subsidiary of an **Insured**; or
- (iii) any company of which an **Insured** holds or has held a 20% or greater financial interest and has had or has board representation at that company.

(b) **Directors' and Officers' Liability**

arising directly or indirectly from or in respect of the **Insured's** functions and duties as a director and/or officer of the **Insured** or any legal entity, corporation or other incorporated body.

(c) **Dishonest, Fraudulent or Criminal Acts**

arising directly or indirectly from or in respect of any dishonest, fraudulent, criminal or malicious act or omission by the **Insured**.

(d) **Liquidated Damages**

arising directly or indirectly from or in respect of liquidated damages imposed upon the **Insured** by contract or agreement, except to the extent that the **Insured** would have been liable for that damage in the absence of any such contract or agreement.

(e) **Product Liability**

based upon, attributable to, or in consequence of the manufacture, preparation, modification, repair, supply, maintenance or treatment of any goods or products sold, supplied or distributed by the **Insured**.

(f) **Professional Fees**

arising directly or indirectly from or in respect of the return, refund or disgorgement or any professional fees, charges, commissions or other remuneration or whatsoever nature received by, paid or payable to the **Insured** in connection with the **Insured's Business**.

(g) **Subrogation Waiver**

arising directly or indirectly from or in respect of any liability which is incurred or affected by reason of the **Insured** entering into a deed or agreement excluding, limiting or delaying the **Insured's** legal rights of recovery against another.

(h) **Trading Debts**

arising directly or indirectly from or in respect of any trading debt incurred, or any guarantee in respect of such debt given, by the **Insured**.

(i) **Occupier's Liability**

arising directly or indirectly from or in respect of any occupation, ownership, control or management of any real property by the **Insured** or any agent.

(j) **Motor Vehicles/ Aircraft/ Watercraft**

arising directly or indirectly from or in respect of the ownership, use, operation, or maintenance of any motor **Vehicle**, **Aircraft** or **Watercraft** of any kind by the **Insured** or any agent.

This shall not apply where the **Watercraft** is:

1. 8 metres or under in length; or
2. let out on hire or on charter to the **Insured** and is wholly crewed/manned by a professional crew; and
3. the **Insured** is not in the business of letting for hire or charter **Watercraft** or vessels; and

4. the hiring or chartering of the **Watercraft** or vessel by the **Insured** is not undertaken in the normal course of the **Insured's Business**.

(k) **Financial Investment Advice / Performance**

Arising out of or relating to financial advice and/or the failure of a financial / investment product to perform.

(l) **Mergers & Acquisitions Advice**

arising directly or indirectly from or in respect of the provision of advice in respect of mergers or acquisitions.

SECTION 3 - MANAGEMENT LIABILITY

Additional Definitions

In addition to the General Definitions the following definitions also apply to this Section.

(a) **Claim**

Means any:-

- (i) Written complaint containing a demand for compensation or damages alleging a **Wrongful Act** or **Employment Practices Liability** or **Superannuation Trustees Liability**; or
- (ii) A civil proceeding brought by a third party for recovery of compensation or damages in relation to a **Wrongful Act** or **Superannuation Trustees Liability**; or
- (iii) Any criminal charge brought against an **Insured Person** alleging a **Wrongful Act**; or
- (iv) In relation to the Inquiry Expenses Extension, a notice commenced by the filing of a notice of charge, formal investigation order or notice requiring an **Insured Person** to attend an inquiry or other proceedings ordered by an official body or institution.

(b) **Company**

Means the organisation named as the Policyholder in the **Schedule** and any Subsidiary.

(c) **Crisis Event**

Means the occurrence of any of the following unforeseen events, which, in the reasonable opinion of the Chief Executive Officer or Managing Director of the **Insured**, has the potential to make a material and imminent impact on the **Insured's** Consolidated Annual Revenue of at least 25% reduction if left unmanaged:-

- (i) The sudden and unexpected death or disability of a Director or Officer

- (ii) The loss of the **Insured's** intellectual property rights, including patents, trademarks and copyrights

- (iii) **Employee** workplace violence that causes death or injury to an **Insured Person** and/or causes emotional distress to an **Insured Person** and/or third parties from witnessing such an act.

A **Crisis Event** does not include an event of any nature that generally effects the **Insured's** Industry rather than the **Insured** specifically.

(d) **Electronic Data**

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronics and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

(e) **Employee**

Any person employed under a contract of service by the **Insured** but does not include a director, principal, partner, consultant, contractor, subcontractor, secondee or agent of the **Insured** or their respective **Employees** (including the **Employees** of labour hire agencies).

(f) **Employment Practices Liability**

Any liability arising from any act, error or omission in connection with the recruitment, employment or termination of an **Employee** or applicant for a position as an **Employee** of the **Company** including but not limited to:

- (i) Sexual or workplace discrimination or harassment;
- (ii) Wrongful dismissal or failure to promote;
- (iii) Invasion of privacy or defamation; or

- (iv) Misleading conduct or advertising in relation to the terms and conditions of employment.
- (v) Failure or allegations of failure to comply with procedural or notification requirements upon termination of employment because of redundancy; or
- (vi) Failure or allegations of failure to comply with the express terms of any workplace agreement which is lodged with an industrial tribunal, terms of legislation or terms of an award; or
- (vii) Relating to contracts alleged to be harsh, unfair, unconscionable or contrary to public interest; or
- (viii) From a breach of an implied or express term of contract of employment requiring the **Insured** to treat an **Employee** in good faith, fairly, with trust and confidence.

For the purpose of this definition **Employee** includes voluntary workers, contractors and temporary workers whilst employed or engaged by or under the control of the **Company**. **Employee** does not mean directors, principals or partners of the **Company**.

(g) **Inquiry Representation Expenses**

Necessary and reasonable legal costs and expenses incurred Representation by the **Insured** with the **Insurer's** consent arising out of any notice requiring the **Insured Person's** attendance at an inquiry or proceeding before an official body or institution. **Inquiry Representation Expenses** does not include regular or overtime wages, salaries, fees of **Insured Persons** or benefits from the **Company**.

(h) **Insolvent/Insolvency**

The state of being a body corporate or entity:

- (i) that is unable to pay its debts as and when they fall due; or

- (ii) In respect of which an application for winding up has been made; or
- (iii) In respect of which a Liquidator, Provisional Liquidator, Receiver, Receiver and Manager, or Official Manager has been appointed (whether or not by a Court); or
- (iv) In respect of which an administrator has been appointed or that is under administration; or
- (v) That has executed a Deed of **Company** Arrangement that has not yet terminated; or
- (vi) That has entered into a compromise or arrangement with another person.

(i) **Insured**

The **Company** and any **Insured Person**.

(j) **Insured Person**

- (i) Any natural person who is a past, present or future director, secretary, principal, partner, executive officer or **Employee** of the **Company**.
- (ii) Any natural person who is deemed by relevant legislation to be a director, secretary, principal, partner, executive officer or **Employee** of the **Company**.

Insured Person does not include a liquidator, external auditor, receiver, receiver and manager, official manager, administrator, trustee or person administering a compromise or scheme of arrangement of the **Company** or any **Employee** of such person; or any **Company**, entity or other body corporate or trustee, directors, officers, or **Employees** of superannuation or pension organisations.

(k) **Joint Venture**

An unincorporated enterprise that the **Company** carries on jointly with some other party or parties.

(l) **Loss**

Amounts payable in respect of a **Claim** including damages, **Defence Costs**, settlements and interest. **Loss** does not include penalties, fines or exemplary, punitive or aggravated damages.

(m) **Not for Profit Organisation**

Any entity, body, **Company**, club, association, committee or other Organisation enterprise that is exempt from payment of income tax under State or Federal law but does not include a subsidiary.

(n) **Outside Directorship**

The position of director, officer, trustee or secretary held by an **Insured Person** in a **Not for Profit Organisation** or **Outside Entity** with the consent and at the request of the **Company**.

(o) **Outside Entity**

Any entity, body, **Company**, club, association, committee or other enterprise that is not a **Subsidiary**.

(p) **Fines and Penalties**

Monetary sums an **Insured Person** is ordered by a court or tribunal to pay to any **Regulatory Authority** but not:

- (i) Any amounts payable as compensation; or
- (ii) Any tax, rates, duty, fees, levies, charges or other revenue; or
- (iii) Any damages, including any exemplary or punitive damages; or
- (iv) Any consequential economic loss; or
- (v) Any **Defence Costs** and associated expenses; or
- (vi) Any penalty arising from any offence under Sections 182, 183, 601FD, 601FE or 601JD of the Corporations Law or as they may be re-enacted or amended; or

(vii) Any compliance, remedial, reparation or restitution costs; or

(viii) Any penalty arising from gross negligence or recklessness; or

(ix) Any penalty resulting from any wilful, intentional, dishonest or deliberate breach or failure to comply with any legal demand, direction, proceeding or notice issued under any act or regulation enacted by the federal or a state parliament within the Commonwealth of Australia; or

(x) Any penalty arising from circumstances where the **Insured Person** knew or ought reasonably have known prior to the **Period of Insurance** that the behaviour leading to the order of the penalty was wrong; or

(xi) Any penalty attributable to the period after which the **Insured Person** knew or ought reasonably to have known that the behaviour was wrong; or

(xii) Any penalty for breach of consumer protection legislation.

(q) **Regulatory Authority**

A person or entity appointed, constituted or acting under a delegated authority pursuant to any Act or regulation enacted by the federal or a state parliament within the Commonwealth of Australia and relating to events taking place within the Commonwealth of Australia.

(r) **Subsidiary**

Any entity:

- (i) Which is deemed to be a subsidiary of the **Company** at the start of the **Period of Insurance** by Australian law provided the accounts of any **Subsidiary** are incorporated into the accounts of the **Company** in accordance with the relevant accounting standard; or

- (ii) In which the **Company** controls more than 50% of the issued share capital or has more than one half of the maximum voting rights for any vote at a general meeting of the body corporate or entity.

(s) **Superannuation Trustees Liability**

Any liability from a **Claim** in relation to any act, error or omission in connection with an **Insured** acting as a trustee for the superannuation or pension fund provided for the benefit of **Employees** of the **Insured**. **Wrongful Act**

Any actual or alleged breach of duty, breach of trust, neglect, error, omission, misstatement or misleading statement committed by:

- (i) An **Insured Person** in his or her capacity as an **Insured Person** in the course of his or her duties to the **Company**; or
- (ii) The **Company**

Insuring Clause

This Section of the **Policy** is written on a **Claims** made and notified basis. The **Insurer** agrees to indemnify the **Insured** in accordance with the terms and conditions of this **Policy**. The **Insurer** agrees to pay the **Insured** for any **Loss** covered by this **Policy** which arises out of a **Claim** first made against the **Insured** during the **Period of Insurance** and reported to the **Insurer** during the **Period of Insurance**. If a **Retroactive Date** is specified in the **Schedule**, indemnity is only available in respect to **Wrongful Acts** committed after the **Retroactive Date**.

Including:

(a) **Management Liability**

The **Insurer** agrees to pay the **Loss** of each **Insured Person** resulting from any **Claim** in respect of a **Wrongful Act** for which the **Company** is not permitted or required to indemnify the **Insured Person(s)**.

(b) **Company Reimbursement**

The **Insurer** agrees to pay the **Loss** of the **Company** that the **Company** is legally permitted to pay and has paid by reason of any **Wrongful Act** committed by an **Insured Person** in their capacity as an **Insured Person**.

(c) **Company Liability**

The **Insurer** agrees to pay the **Company** for a **Loss** due to a **Claim** made against the **Company** for a **Wrongful Act**.

(d) **Employment Practices Liability**

The **Insurer** agrees to pay on behalf of an **Insured** any **Loss** which the **Company** must pay by reason of a **Claim** for **Employment Practices Liability**.

The aggregate liability of the **Insurer** under this Insuring Clause will not exceed \$500,000. This Sub-Limit is part of and not in addition to the **Limit of Liability**.

(e) **Superannuation Trustees Liability**

The **Insurer** agrees to pay on behalf of an **Insured** any **Loss** which the **Company** must pay by reason of any **Claim** for **Superannuation Trustees Liability**.

(f) **Fines and Penalties**

The **Insurer** will indemnify an **Insured Person** for **Fines and Penalties** arising out of any **Claim** or **Loss** indemnified by the **Insurer** under Insuring Clauses:-

- (i) Management Liability and/or
- (ii) **Company Reimbursement**.

The aggregate liability of the **Insurer** under this Insuring Clause will not exceed \$250,000. This Sub-Limit is part of and not in addition to the **Limit of Liability**.

The General Exclusion clause Fines, Penalties and Duties will not apply to this cover.

(g) **Crisis Management**

The **Insurer** agrees to pay on behalf of the **Company**, the reasonable fees, costs and expenses of an independent public relations consultancy which the **Company** engages with the **Insurer's** prior written consent to assist in managing a **Crisis Event** which first occurs during the **Period of Insurance**.

The aggregate liability of the **Insurer** under this Insuring Clause will not exceed \$50,000. This Sub-Limit is part of and not in addition to the **Limit of Liability**.

Limit of Liability

The total liability of the **Insurer** under this **Policy** in respect of any one **Claim**, and in the aggregate for all **Claims**, (including any amounts paid or which have been agreed will be paid in accordance with **Claims** Condition Discharge of Liability) will not exceed the **Limit of Liability**.

If a limit is shown in the **Schedule** for a particular Cover or Extension then the total liability of the **Insurer** under that Cover or Extension is as stated inclusive of **Defence Costs** and the limit is part of and not in addition to the **Limit of Liability**.

Defence Costs

The **Insurer** will pay **Defence Costs** incurred with the written consent of the **Insurer** in the investigation, defence and/or settlement of any **Claim** for which the **Insured** is entitled to indemnity.

Automatic Extensions

These Automatic Extensions are subject to all the terms of the **Policy**, unless otherwise stated. The total of all payments made under any of the Automatic Extensions, will be part of and not in addition to the **Limit of Liability**, unless otherwise stated.

(a) **Advance of Payment of Defence Costs**

The **Insurer** agrees to advance **Defence Costs** within a reasonable time frame after receiving invoices specifying **Defence Costs** but prior to determining indemnity under the **Policy** provided that:

- (i) The **Insurer** has not denied indemnity for the **Claim**; and
- (ii) The **Insurer** has provided written consent to the **Defence Costs** prior to them being incurred; and
- (iii) The **Insurer** reserves the right to cease paying or recover any **Defence Costs** paid under this Extension separately from each **Insured Person** or **Company** involved in a **Claim** if and to the extent that each **Insured** is found not to be entitled to indemnity.

If an allegation is made of a **Wrongful Act** as is described in the Additional Exclusions clause Dishonesty and Improper Advantage and it is subsequently established by admission, final judgment or final adjudication that the **Insured Person** did commit that **Wrongful Act** then any **Defence Costs** or Inquiry Representation Costs advanced must be repaid to the **Insurer**.

Any repayment of **Defence Costs** or Inquiry Costs must be made by the **Insured Person** or **Company** within 30 days of receiving a request for return payment from the **Insurer**.

(b) **Continuous Cover**

If the **Insured**:

- (i) First became aware of facts or circumstances that might give rise to a **Claim**, prior to the **Period of Insurance**; and
- (ii) Had not notified the **Insurer** of these facts or circumstances prior to the **Period of Insurance**, then the General Exclusions clause Prior Claims and Circumstances will not apply to any notification during the **Period of Insurance** of any **Claim** later resulting from such facts or circumstances, provided that:
 - 1. There has been no fraudulent non-compliance with the **Insured's** duty of disclosure and no fraudulent misrepresentation by the **Insured** in respect of these facts or circumstances; and

2. The **Insured** has been continuously **Insured**, without interruption at the time of the notification of the **Claim** to the **Insurer**, under a Directors and Officers or Management Liability insurance **Policy** issued by the **Insurer** and was **Insured** by the **Insurer** at the time when the **Insured** first became aware of the facts or circumstances giving rise to the **Claim**; and
3. The **Insurer** can reduce its liability under the **Policy** to the extent of any prejudice it may suffer as a result of the **Insured's** failure to notify the facts or circumstances giving rise to a **Claim** prior to the **Period of Insurance**; and
4. This extension does not apply to any indemnity provided by the Optional Extension - Fidelity Cover or the Extension – Reinstatement of the **Limit of Liability**.

(c) **Estates**

The **Insurer** agrees to provide cover for the estate, heirs, legal representatives or assigns of any deceased, incompetent or insolvent **Insured Person** with respect to **Loss** arising from a **Wrongful Act** of such **Insured Person**.

(d) **Extended Reporting Period**

If the **Insurer** refuses to offer renewal terms at the end of the **Period of Insurance** for any reason other than failure to pay the premium, the **Company** together with any **Insured Person** can pay 100% of the expiring annual premium and then be entitled to one extension of the **Policy** for a further 12 months starting upon expiry of the **Period of Insurance**.

This Extension only provides cover for **Wrongful Acts** actually or allegedly attempted or committed prior to expiry of the **Period of Insurance**. The **Insured** must give notice to the **Insurer** that it requires this Extended Reporting Period prior to expiry of the **Period of Insurance**.

(e) **Inquiry Representation Expenses**

The **Insurer** will pay on behalf of the **Insured**, **Inquiry Representation Expenses** incurred in representing any **Insured Person(s)** at any official inquiry or other proceedings ordered by an official body or institution which:

- (i) The **Insured Person(s)** are legally compelled to attend; and
- (ii) Is in relation to the affairs of the **Company** and the performance of the **Insured Person(s)** duties in the business and/or conduct of the **Company**.

Any notice requiring an **Insured Person** to attend the inquiry must be first received by the **Insured Person** during the **Period of Insurance**.

The total liability of the **Insurer** under this Extension shall not exceed \$100,000 in the aggregate.

(f) **Joint Ventures**

The **Insurer** agrees to provide cover for liability arising from any **Claim** in respect of any **Joint Venture** but not for any **Claim** brought by or on behalf of any partners in the **Joint Venture** or any entity established to manage or conduct the **Joint Venture**.

(g) **Libel, Slander and Defamation**

The **Insurer** agrees to provide cover for libel, slander and defamation provided that the act, error or omission by the **Insured** is unintentional and is committed in the course of the conduct of the **Company** business.

(h) **New Subsidiaries**

If the **Company** creates or acquires a **Subsidiary** during the **Period of Insurance**, the **Insurer** will provide indemnity to the **Subsidiary** for **Wrongful Acts** committed after the time that the entity became a **Subsidiary**.

If the **Subsidiary** has a consolidated asset value at the time of creation or acquisition of 20% or more of the total consolidated asset value of the **Company**, the cover

provided by this Extension will cease at 4 pm 60 days after the creation or acquisition of the **Subsidiary** unless:

- (i) The **Insurer** is given notice of the **Subsidiary** within 60 days of its creation or acquisition; and
- (ii) The **Insurer** agrees to indemnify the **Subsidiary**; and
- (iii) The **Insured** agrees to any additional terms or payment of premium that the **Insurer** may request.

(i) **Not for Profit Organisation Outside Directorships**

The **Insurer** will provide cover under Insuring Clause (a) Management Liability for **Outside Directorships** in **Not for Profit Organisations** held by an **Insured Person** at the start of or during the **Period of Insurance**. This cover will only extend to directors and officers of the **Not for Profit Organisation** who are also **Insured Persons**. This cover will only apply in excess of any insurance indemnifying the **Insured Person** available to the **Not for Profit Organisation**

(j) **Work Health and Safety**

The **Insurer** will pay on behalf of any **Insured Person(s)** the **Defence Costs** incurred in defending **Claims** against any **Insured Person(s)** first made and notified to the **Insured** during the **Period of Insurance** in connection with any work health and safety laws of the Commonwealth of Australia. The **Claims** must be brought within the jurisdiction of the laws of the Commonwealth of Australia. The Additional Exclusion (c) Bodily Injury and **Property Damage** does not apply to this Extension.

The total liability of the **Insurer** under this Extension shall not exceed \$100,000 in the aggregate. If the **Insured** is entitled to payment under this Extension there is no entitlement to cover under the Extension (e) Inquiry Representation Costs.

(k) **Reinstatement of Limit of Liability**

If the **Limit of Liability** set out in the **Schedule** is

exhausted or partially exhausted due the payment by the **Insurer** of any **Loss** under Insuring Clauses (a) Management Liability cover and/or (b) **Company** Reimbursement cover, the **Insurer** agrees to reinstate the **Limit of Liability** by the amount by which it is exhausted provided that:

- (i) The reinstatement will not apply to **Claims** made prior to the effective date of the reinstatement; and
- (ii) The aggregate of the amounts reinstated during the **Period of Insurance** will be limited to an amount equal to the **Limit of Liability** applicable at the start of the **Period of Insurance**; and
- (iii) The **Limit of Liability** reinstated will represent the total liability of the **Insurer** for all **Claims** made during the time from the effective date of the reinstatement until the expiry of the **Period of Insurance**;
- (iv) If an **Insured Person** has insurance that operates in excess of this **Policy**, a reinstatement will not apply until the amounts payable under that insurance are exhausted.

(l) **Retirement Cover**

Any **Insured Person(s)** who has retired from all employment and holding any office prior to the expiry of the **Period of Insurance** will be entitled to cover under this **Policy** until expiry of the **Period of Insurance** but only in respect of **Wrongful Acts** actually or allegedly attempted or committed prior to retirement.

(m) **Run off for Outside Directorship**

The **Insurer** agrees to provide indemnity for **Outside Directorships** which an **Insured Person** held in an **Outside Entity** or **Not for Profit Organisation** if the **Insured Person**:

- (i) Ceased to hold the **Outside Directorship** during the **Period of Insurance**; and

- (ii) The **Wrongful Act** giving rise to the **Claim** occurred before the **Insured Person** ceased to hold the **Outside Directorship**; and
- (iii) The **Outside Directorship** had been or is covered by the **Insurer** under this **Policy** or previous policies.

The provisions of Extension (i) **Not for Profit Organisation Outside Directorships** apply to this Extension.

(n) **Severability**

The **Insurer** agrees that any conduct of an **Insured Person**, where the **Insured Person** breached the duty of disclosure or made a misrepresentation to the **Insurer** before this contract was entered into, will not prejudice the right of any other party who is an **Insured** to indemnity under the **Policy**. Provided that the other **Insured**:

- (i) Is innocent of and has no prior knowledge of this conduct; and
- (ii) Immediately upon becoming aware of this conduct advises the **Insurer** in writing of all known facts in relation to this conduct.

This Extension does not relieve any **Insured** from the duty of disclosure owed to the **Insurer**.

(o) **Subsidiary Run Off Cover**

If an entity ceases to be a **Subsidiary** prior to or during the **Period of Insurance**, the **Insurer** will provide indemnity for an **Insured Person** of that **Subsidiary** for **Wrongful Acts** committed prior to the time that the entity ceased to be a **Subsidiary** until expiry of the **Period of Insurance** of this **Policy**.

Optional Extensions

The **Insurer** agrees to provide cover under these Optional Extensions, provided that:

- It is shown on the **Schedule** that indemnity is provided under an Extension; and
- All terms and conditions of this **Policy** apply; and
- The inclusion of any Extension does not increase the **Limit of Liability**; and
- If a limit for an Extension is shown in the **Schedule** then this amount represents the total liability of the **Insurer** for that Extension.

(a) **Fidelity Cover**

The **Insurer** will reimburse the **Company** for any loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes belonging to the **Company** or for which the **Company** is legally liable due to any dishonest or fraudulent act or omission of an **Insured Person** which is first discovered by the **Company** during the **Period of Insurance** and notified to the **Insurer** during the **Period of Insurance**.

The aggregate liability of the **Insurer** under this Optional Extension will not exceed the amount shown in the **Schedule** and this Sub-Limit is part of and not in addition to the **Limit of Liability**.

The **Company** will be responsible for the costs of proving loss has occurred under this extension.

The **Insurer** will not cover any loss:

- (i) Discovered before the start of the **Period of Insurance**;
- (ii) Arising outside of Australia or arising out of, based upon or attributable to or in any way connected with a loss occurring outside of Australia;
- (iii) If the loss can only be proven by profit and loss accounts or inventory calculations or stock takes;

- (iv) Of income direct, indirect or consequential regardless of whether it is realised or not realised by the **Company**;
- (v) In relation to the costs of rewriting or reinstalling computer programs or systems;
- (vi) Caused by or contributed to by an **Insured Person** who did not hold that office or was not employed by the **Company** at the time the loss occurred;
- (vii) Incurred by or on behalf of any **Insured Person** who committed or condoned any dishonest, fraudulent, criminal or malicious acts or omissions;
- (viii) Any consequential loss arising from any dishonest, fraudulent, criminal or malicious acts or omissions of any **Insured Person**;
- (ix) Any dishonest, fraudulent, criminal or malicious acts or omissions which an **Insured Person** had knowledge of and then failed to take action to stop or prevent these or any loss arising from these acts or omissions;
- (x) Arising from default of a loan or credit offered by or to the **Company**;
- (xi) Arising from or as a result of the voluntary giving of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes unless as a result of a dishonest, fraudulent, criminal or malicious acts or omission of an **Insured Person**;
- (xii) Arising from or as a result of any kidnap, ransom or extortion;
- (xiii) Arising from or as a result of the distribution or accessing of any confidential information including but not limited to customer information, trade secrets, computer information, patents or trademarks.

(b) **Current Outside Directorships**

The **Insurer** will provide cover under Insuring Clause (a) Management Liability for **Outside Directorships** held by an **Insured Person** at the commencement of the **Period of Insurance** in any **Outside Entity** specified in the **Schedule**. This cover will only extend to directors and officers of the **Outside Entity** who are also **Insured Persons** and will apply in excess of any insurance indemnifying the **Insured Person** available to the

specified **Outside Entity**.

(c) **Pollution Defence Costs**

The **Insurer** will pay **Defence Costs** or Inquiry Representation Costs for any **Claim** brought against an **Insured Person** for a **Claim** arising directly or indirectly from the actual or alleged dispersal, discharge, release or escape of **Pollutants**. The General Exclusion clause Pollution does not apply to this Extension.

Additional Exclusions

In addition to the General Exclusions the following also apply to this Section.

The **Insurer** shall not be liable for any **Loss**, in respect of any **Claim** involving the following:

(a) **Anti-competitive Practices**

arising from, attributable to or in any way connected with any **Claim** against the **Company** for any actual or alleged violation of any law, whether statutory, regulatory or common law, with respect to any of the following activities: competition, consumer, unfair trade practices or tortious interference in another's business or contractual relationships.

(b) **Pollution**

arising from, attributable to or in any way connected with the actual, alleged or threatened dispersal, release or escape of **Pollutants** into or upon real or personal property, the atmosphere, any water course or body of water, including but not limited to any enforcement action or proceeding in connection with the containment, clean up, removal, treatment or monitoring of such **Pollutants**, or seepage, pollution or contamination however it occurs.

(c) **Bodily Injury and Property Damage**

arising from, attributable to or in any way connected with bodily injury, sickness, disease or death of any person (but not emotional distress or mental anguish); or destruction of or damage to tangible property including loss of use of the

tangible property.

(d) **Breach of Professional Duty**

arising from attributable to or in any way connected with:

- (i) The rendering or failure to render **Insured's Business** and/or professional advice; or
- (ii) A breach or alleged breach of any contract for the provision of **Insured's Business** and/or professional advice.

(e) **Capital Raising and Prospectus Liability**

arising from, attributable to or in any way connected with any offer for the raising of capital by debt or equity, including but not limited to the initial public offering of securities of the **Company**.

(f) **Dishonesty and Improper Advantage**

arising from, attributable to or in any way connected with:

- (i) Any dishonest, fraudulent, criminal or malicious act or omission of the **Insured** or other person or party employed by the **Insured**; or
- (ii) Any **Insured Person** having received any personal gain or advantage or remuneration to which that **Insured Person** was not legally entitled; or
- (iii) any **Insured Person** benefiting from securities transactions as a result of information that was not generally available to other sellers or purchasers of those securities.

However this exclusion shall only apply to the extent that the subject conduct has been established by an express admission, court judgement or other final adjudication

(g) **Employment Practices Liability**

The following additional exclusions apply to the cover under Insuring Clause (d) Employment Practices Liability. The **Insurer** will not indemnify the **Insured** for **Loss** in respect of any **Employment Practices Liability** Claim:

- (i) Arising directly or indirectly from failure or allegations of failure to comply with workers' compensation or occupational health and safety laws however this does not apply to the Extension Occupational Health and Safety; or
- (ii) Relating to the costs of changing premises or equipment or work practices; or
- (iii) Arising directly or indirectly out of any strike, lock out, picket, go slow, work to rule or any other industrial action.
- (iv) Arising out of matters involving **Insolvency**, the appointment of a receiver, administrator, official manager or trustee appointed to manage a scheme of arrangement.

For bodily injury, sickness, disease or death of any person however this exclusion 5.7(h) will not apply to mental injury, mental anguish, nervous shock or emotional distress otherwise covered under this **Policy**

(h) **Insolvency and Financial Impairment**

arising out of the **Insolvency** of the **Insured** or inability of the **Insured** to pay debts as and when they fall due, regardless of whether the **Insured** was Insolvent or not at the time of the acts giving rise to a **Claim**. For the purpose of this exclusion, 'debts' includes but is not limited to the payments of entitlements on behalf of and to **Employees**.

(i) **Insured v Insured**

made, brought or maintained by or on behalf of any other person or entity who is an **Insured** except for:

- (i) A **Claim** resulting from **Employment Practices Liability**; or
- (ii) **Defence Costs**; or
- (iii) A shareholder derivative action brought or maintained on behalf of the **Company** without the solicitation, co-operation or assistance of any **Insured Person** and provided the shareholder was not an **Insured Person** at the time the **Wrongful Act** occurred; or

- (iv) Any **Claim** brought or maintained by a liquidator, receiver or administrative receiver derivatively on behalf of the **Company** without the solicitation, co-operation or assistance of any **Insured Person**; or
- (v) Any **Claim** brought or maintained by an **Insured** for contribution or indemnity if the **Claim** is directly resulting from another **Claim** covered by this **Policy**; or
- (vi) A **Claim** by the **Company** pursuant to Section 50 of the Australian Securities and Investments Commission Act 2001 (Cth).

(j) **Intellectual Property Rights**

arising from, attributable to or in any way connected with any **Claim** against the **Company** for actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, trade secret or any other intellectual property rights.

(k) **Major Shareholder Actions**

brought by any shareholder having direct or indirect control of fifteen per cent (15%) or more of the **Company** or has representation on the board of directors.

(l) **Trading Losses**

arising from any trading losses or trading liabilities incurred by the **Insured** or any business managed by or carried on by the **Insured** or any guarantee given by the **Insured** for a debt.

Additional Conditions

In addition to the General Conditions the following also apply to this Section.

(a) **Senior Counsel**

If a dispute arises between the **Insurer** and **Insured** as to whether or not to contest any legal proceedings, the **Insurer** and the **Insured** will not be required to contest these legal proceedings unless a **Senior Counsel** advises that these proceedings should be contested. The **Senior**

Counsel appointed to advise will be agreed upon by the **Insurer** and the **Insured** but if they cannot agree, will be appointed by the President of the Law Society or equivalent body in the State where the **Claim** is being heard or defended. **Senior Counsel** will advise having regard to the economics of the matter, the damages and costs which are likely to be recovered against the **Insured** and the likely **Defence Costs** that will be incurred in defending the **Claim**. The costs of **Senior Counsel** giving this advice will be part of **Defence Costs**.

(b) **Conduct of Defence**

The **Insurer** will be entitled at any time to take over and conduct the investigation, defence and/or settlement of any **Claim** in the name of the **Insured**.

Any amounts incurred by the **Insurer** or the **Insured** with the written consent of the **Insurer** in the conduct of the defence of the **Claim** will be part of **Defence Costs**.

If the conduct of the defence of a **Claim** is assumed by the **Insurer**, or the **Insured** is permitted by the **Insurer** to expend costs and expenses in the defence of the **Claim**, without prejudice to the question of indemnity until sufficient facts and information are available to make a decision on the question of indemnity, this does not indicate an **Insured** is entitled to indemnity under the **Policy** or waive or prejudice the **Insurer's** rights under the **Policy**.

(c) **Discharge of Liability**

If the **Insurer** is of the opinion that the amount required to resolve any **Claim** may exceed the available **Limit of Liability**, the **Insurer** is entitled to discharge its liability by electing to pay (or agreeing to pay upon settlement of the **Claim**) the available **Limit of Liability** to the **Insured** or on the **Insured's** behalf (including the **Defence Costs** incurred up to the time it makes this election).

If the **Insurer** is conducting the defence of the **Claim** at the time it makes this election, the **Insurer** will stop conducting the defence. The **Insurer** will have no further liability for

Defence Costs after written notice of the election has been given to the **Insured**.

If the **Insured** disagrees with a **Claim** settlement recommended by the **Insurer**, the **Insured** may elect to contest a **Claim**. However, the liability of the **Insurer** in respect of the **Claim** will not exceed the amount for which the **Claim** could have been settled including the **Defence Costs** incurred up to the date of this election, less the Excess.

(d) **Representation Issues**

The lawyers instructed by the **Insurer** to act on the **Insured's** behalf can disclose to the **Insurer** any information they receive in that capacity. By **Claiming** under this **Policy** the **Insured** authorises these lawyers to disclose this information to the **Insurer** and waives any **Claims** for legal professional or client privilege against the **Insurer**.

If there is a dispute between the **Insured** and the **Insurer**, the lawyers appointed by the **Insurer** to conduct the defence of the **Claim** will also continue to advise the **Insurer** on all issues, including but not limited to the right of the **Insured** to indemnity under the **Policy**. It is agreed that this will not prevent those lawyers from acting on the defence of the **Claim** on the instructions of the **Insurer**.

If any actual or potential conflict arises between the interests of the **Insured** and the **Insurer**, the lawyers appointed by the **Insurer** to investigate and defend the **Claim** may stop acting on behalf of the **Insured** and continue to advise the **Insurer** in any dispute about the entitlement of the **Insured** to indemnity under the **Policy**.

All communications between the **Insurer** and the lawyers appointed by the **Insurer** to investigate, defend or settle a **Claim** are privileged as between the **Insurer** and the lawyers and that the **Insured** is not entitled to demand, access or obtain these communications or information about their contents.

(e) **Loss Allocation**

If a **Claim**:

- (i) Includes matters covered and matters not covered by this **Policy**; or
- (ii) Is made against a person or organisation other than an **Insured**; the **Insurer** will determine a fair and proper allocation of the proportion of the **Loss** covered by the **Policy** having regard to the comparative legal and financial responsibility for the **Loss**.

If the allocation of the **Loss** cannot be agreed, then a **Senior Counsel** will make a final and binding determination as to the allocation of the **Loss**. The **Senior Counsel** appointed to advise will be mutually agreed upon by the **Insurer** and the **Insured** but if they cannot agree will be appointed by the President of the Law Society or equivalent body in the State where the **Claim** is being heard or defended. The costs of **Senior Counsel** making this determination will be **Defence Costs**.

(f) **Other Insurance**

If for any **Claim** or **Defence Costs** there is any other insurance or indemnity which may provide indemnity to the **Insured** or a right of contribution by the **Insurer**, the **Insured** will notify the **Insurer** and provide full details of that other insurance or indemnity and any further information the **Insurer** may reasonably require.

(g) **Excess**

The **Insurer's** liability under this **Policy** will apply only to that part of the amount, up to the available **Limit of Liability**, required to dispose of a **Claim**, which exceeds the Excess. The Excess will be paid by the **Insured** and will be uninsured. The Excess is inclusive of **Defence Costs**.

The Excess applies to each **Claim** covered by this **Policy**. However, where more than one **Claim** arises from or is attributable to the same act, error or omission or a series of related acts, errors or omissions, only one Excess is

payable under the **Policy**.

(h) **Validity**

This **Policy** is not valid unless its **Schedule** is attached and has been signed by an authorised officer or agent of the **Insurer**.

(i) **GST Basis of Settlement**

The amount that the **Insurer** is liable to pay under this **Policy** will be reduced by the amount of any input tax credit that the **Insured** is or may be entitled to claim for the supply of goods or services covered by that payment.

If the **Insured** is entitled to an input tax credit for the premium, the **Insured** must inform the **Insurer** of the extent of that entitlement when the **Insured** makes a **Claim** under this **Policy**. The **Insurer** will not indemnify the **Insured** for any GST liability, fines or penalties arising from or due to the **Insured's** failure to notify the **Insurer** of the **Insured's** entitlement (or correct entitlement) to an input tax credit on the premium.

If the **Insured** is liable to pay an **Excess** under this **Policy**, the amount payable will be calculated after deduction of any input tax credit that the **Insured** is or may be entitled to claim on payment of the **Excess**.



XL Insurance Company SE,
Trading as Brooklyn Underwriting
ABN: 36 083 570 441
Angel Place, Level 28,
123 Pitt Street, Sydney NSW 2000

BROOKLYN 
UNDERWRITING

Group Personal Accident Sports Injury Insurance

Policy Wording & PDS

www.brooklynunderwriting.com.au

XL Insurance Company SE, Australia Branch (ABN 36 083 570 441), trading as Brooklyn Underwriting
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PRODUCT DISCLOSURE STATEMENT

Please read this Product Disclosure Statement (PDS) thoroughly to ensure that **You** understand the cover that is provided by this **Group Personal Accident Sports Injury Insurance Policy**. Should **You** have any questions or if **You** would like more information, please contact **Your** insurance broker.

About Us

The insurer under this **Policy** is XL Insurance Company SE, Australian Branch (ABN 36 083 570 441), trading as Brooklyn Underwriting.

You can reach **Us** on 02 8270 1400 or **You** can write to **Us** at Brooklyn Underwriting, Level 28 Angel Place, 123 Pitt Street Sydney 2000.

About this PDS

This PDS contains important information about the **Policy**. This PDS aims to help **You**;

- Decide whether this **Policy** will meet **Your** needs; and
- Compare it to other products **You** may be considering.

The information contained in the PDS is general information only. **We** do not provide any advice in this PDS about this **Policy** and have not considered **Your**

objectives, financial situation or needs. **You** should carefully read the information provided and decide if it is the right cover for **You**.

How to Apply for this Insurance

If **You** are interested in buying this **Policy** or have any questions about it, please contact **Your** insurance broker.

They will be able to provide **You** with all of the information and assistance **You** need. **Your** insurance broker will then request a quotation from **Us** on **Your** behalf.

About Your Policy

If **We** agree to enter into this **Policy** with **You**, it is a contract between **You** and **Us**. The contract is entered into on the basis of the information **You** provided to **Us** when **You** applied for this insurance as well as any subsequent information provided to and agreed by **Us**.

This **Policy** consists a number of documents, all of which are important documents and which should be read carefully to ensure that the cover provided is accurate. The documents that make up this **Policy** should be kept in a safe place for future reference. These documents include;

- The **Policy** Wording which begins on page 11 and contains details of what is covered, outlines the conditions, limitations, and any exclusions that apply to **Your Policy** and details the claims procedure;
- The **Proposal**, which is the information **You** provided **Us** when applying for this **Policy**;
- The **Policy Schedule** issued by **Us** for the most recent **Period of Insurance**. The **Policy Schedule** outlines the specific details of cover applicable to **You**, including but not limited to the **Scope of Cover** and **Sums Insured** provided. It may also include additional terms and conditions that amend the standard terms of this **Policy**; and
- Any other written change to the terms of this **Policy** as advised by **Us** in writing (such as an **Endorsement** or Supplementary PDS).

About an Insured Person's access to benefits under this Policy

An **Insured Person** is not a party to this contract of insurance / **Policy**. An **Insured Person's** ability to access cover under this **Policy** shall only apply to the extent that such cover is provided by this **Policy** and shall be in accordance with the conditions and exclusions contained within it. Such rights of an **Insured Person** arise solely by operation of section 48 of the Insurance Contracts Act 1984 (Cth). They may make a claim for recovery against the **Policy** but have no right to vary or cancel it. **Insured Persons** are not charged by **Us** for the right to make a claim under this **Policy**.

Any person who may be insured under this **Policy** should consider obtaining their own advice from an appropriately

licensed person to determine if the benefits provided by this **Policy** are suitable to their needs. No advice is provided by either **You** or **Us** as to the suitability of these benefits to the needs of anyone who may be entitled to benefits under it.

An **Insured Person's** access to cover under this **Policy** begins on the date the **Insured Person** is added to this **Policy** by **Us** and ends at the earlier of the following:

- I. The date and time they cease to meet the criteria specified in the **Policy Schedule** for an **Insured Person**;
- II. The date and time **You** request that such **Insured Person** cease to have access to the benefits under this **Policy**; or
- III. The date and time the **Policy** ends in accordance with this **Policy** or Law either because the **Period of Insurance** has ceased and the **Policy** has not been renewed prior to such date or it is cancelled by **You** or **Us**.

Authorisation and Notification

In accepting this **Policy**, **You** agree to act on behalf of **You** and any **Insured Person** who **We** have agreed to be covered by it in respect of the following:

- I. The negotiation, acceptance and agreement of any terms including at renewal of this **Policy** as well as any **Endorsements** made to it;
- II. The **Payment of Premium** and the receiving and disbursement of any return **Premiums** payable under this **Policy**;

- III. The receiving and giving of any notices provided under this **Policy**;
- IV. The receiving or giving of any notice of claim; and
- V. The receiving or giving of any notice of cancellation, and in all regards an **Insured Person** agrees that **You** will act on their behalf.

We will send all notices in relation to this **Policy** to **Your** nominated insurance broker. It is important for **You** to tell **Us** if **You** change **Your** nominated insurance broker, or if **Your** insurance broker changes their address as soon as possible.

This **Policy** and the documents that make it up will be sent to **Your** insurance broker by email unless **We** are advised otherwise by **Your** insurance broker that **You** would prefer these documents in hard copy.

The cost of the Policy

The cost of this **Policy** is detailed in the **Policy Schedule**. It is determined by **Our** assessment of the risk to be **Insured** plus any applicable government taxes and charges.

When calculating the **Premium** a number of different factors are taken into consideration including;

- I. **Your Business** activities and those of the **Insured Person's**;
- II. the number of people to be insured;
- III. the **Sums Insured** and **Excesses** chosen; and
- IV. **Your** claims history.

The **Premium** applicable to this **Policy** will also include amounts that take into account **Our** obligations to pay any relevant compulsory government taxes, charges or duties (such as GST and Stamp Duty) in relation to **Your Policy**. These amounts will be set out separately in **Your Policy Schedule** as part of the total **Premium** payable.

Paying Your Premium

We will provide **Your** insurance broker with the details of the total **Premium** amount payable, when it needs to be paid and how it can be paid.

Your insurance broker can provide **You** with more details on the methods of **Payment** available.

You must pay the **Premium** by the due date. If **We** do not receive the **Premium** by this date **We** may be entitled to reduce or refuse to pay a claim and/or cancel this **Policy**.

Your Cooling off Rights

You have the right to cancel this **Policy** within twenty-one (21) days from the date the cover inceptioned. To do so please notify **Your** insurance broker in writing within twenty one (21) days from the date the cover inceptioned. This cooling off right does not apply if **You** or any **Insured Person** has made or are entitled to make a claim under this **Policy**.

Even after the cooling off period ends, **You** may still cancel this **Policy**, however **We** may deduct certain amounts from any returned **Premium** that may be due for administration costs, time on risk or any non-refundable government charges, taxes and duties.

Renewing Your Policy

We will before this **Policy** expires advise **You** via **Your** insurance broker whether **We** intend to offer renewal of this **Policy** and under what terms and ask **You** to provide **Us** with updated information relevant to **Your** risk. Please note that **Your** Duty of Disclosure also applies before each renewal in the same way it applies to a new contract of insurance.

It is important that **You** closely review any renewal offer to ensure the details (including but not limited to the **Sums Insured** and **Excess** applicable to the benefits under this **Policy**) are correct before **You** renew this **Policy**.

Unless advised otherwise by **Us**, this PDS will also apply to any offer of renewal **We** may make.

Your Duty of Disclosure

Before **You** enter into an insurance contract, **You** have a duty to tell **Us** anything that **You** know, or could reasonably be expected to know, may affect **Our** decision to insure **You** and on what terms. **You** have this duty until **We** agree to insure **You**. **You** have the same duty before **You** renew, extend vary or reinstate an insurance contract.

You do not need to tell **Us** anything that;

- I. reduces the risk **We** insure **You** for;
- II. is of common knowledge;
- III. **We** know or in the ordinary course of **Our** business ought to know; or

IV. **We** waive **Your** duty to tell **Us** about.

Non-Disclosure

If **You** do not tell **Us** anything **You** are required to, **We** may cancel this **Policy** 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 this **Policy** as if it never existed.

Privacy Collection Statement

We are committed to safeguarding and protecting **Your** privacy. **We** are bound by the provisions of the *Privacy Act 1988* (Cth) which sets out the standards to meet in the collection, use and disclosure of personal information. **We** will only collect personal information from **You** to allow **Us** to quote on and insure **Your** risks and matters incidental thereto, including investigating, processing and managing claims.

We may provide **Your** personal information to others, such as **Our** related bodies corporate, other insurers or **Our** reinsurers, claims investigators, lawyers and other professionals, and government bodies. Some of these recipients may be outside of Australia, such as to Europe, the United Kingdom, India, Poland and the United States. Any disclosure outside Australia will be in compliance with the Privacy Act. **We** will not under any circumstances trade, rent or sell **Your** information.

If **You** do not provide **Us** with complete, accurate and up-to-date information, **We** cannot properly quote for **Your** insurance and **We** cannot insure **You**. If **You**

provide **Us** with personal information about anyone else, **We** will rely on **You** to have told them that **You** will provide their information to **Us**, to whom **We** may provide it, the purposes for which **We** will use it and that they can access it. If the information is sensitive, **We** rely on **You** to have obtained their consent on these matters.

If **You** wish to access or correct **Your** personal information, or wish to raise any concerns as to how **We** handle **Your** personal information, please write to:

The Privacy Officer

XL Insurance Company SE, Australian Branch,

Level 28, Angel Place

123 Pitt Street, Sydney NSW 2000

If **You** require further information about how **We** deal with **Your** personal data under European Economic Area (EEA) data protection laws, please refer to the **Our** European Privacy Notice at <https://axaxl.com/privacy-and-cookies> or contact the Privacy Officer using the contact details above.

Complaints

We strive to provide a quality service to **You**. However **We** understand that occasionally there may be some aspect of **Our** service or a decision made by **Us** that **You** would like to discuss with **Us**. If **You** have a complaint about **Our** products or the service **You** have received from **Us**, please contact **Your** insurance broker to initiate the complaint with **Us**. If **You** are unable to contact **Your** insurance broker **You** can contact **Us** directly on 02 8270 1400.

In most cases **We** will be able to resolve this matter once contact is made by **You**. If **We** cannot, **You** will be referred to a manager who will attempt to resolve the matter.

If **You** are not happy with **Our** response, **You** may have the matter reviewed by **Our** Internal Dispute Resolution (IDR) process which is free of charge. **You** can contact **Our** IDR [department at APACCompliance@axaxl.com](mailto:APACCompliance@axaxl.com) or by mail to;

The Complaints Officer

XL Insurance Company SE, Australian Branch,

Level 28, Angel Place

123 Pitt Street, Sydney NSW 2000

The IDR Department will contact **You** with a decision within fifteen (15) business days of receiving **Your** complaint.

If **You** are not satisfied with the outcome of the IDR process and would like to take the complaint further, **You** may refer the matter to the Australian Financial Complaints Authority, an independent and external dispute resolution scheme at no cost to **You**, subject to the terms of reference.

AFCA can be contacted by:

- Post: GPO Box 3, Melbourne VIC 3001
- Phone: 1800 931 678
- Email: info@afca.org.au

More information can be found on their website www.afca.org.au

If **You** complaint is not covered by the AFCA scheme, **We** will advise **You** of other options for resolution that may be available to **You**.

Code of Practice

We support the General Insurance Code of Practice. The code aims:

- I. to commit **Us** to high standards of customer service;
- II. to promote better, more informed relations between **Us** and **You**;
- III. to maintain and promote trust and confidence in the general insurance industry;
- IV. to provide fair and effective mechanisms for the resolution of complaints and disputes between **Us** and **You**; and
- V. to promote continuous improvement of the general insurance industry through education and training.

You can download a copy of the Code from <http://codeofpractice.com.au>

Financial Claims Scheme

This **Policy** may be a protected **Policy** under Federal Government's Financial Claims Scheme (FCS), which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies a person who is entitled to make a claim under this **Policy** may be

entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

You may obtain further information about the FCS from [http:// www.fcs.gov.au](http://www.fcs.gov.au) and the APRA hotline on 1300 55 88 49.

How to make a claim

If **You** need to make a claim against this **Policy**, please refer to the claims procedures on page 21.

Words with special meaning

There may be words and expressions used in this **Policy** which have a specific meaning unique to it. These words are shown below and when shown in bold type the specific meaning will apply. Plural forms of the words defined have the same meaning as the singular form.

Headings have been provided and certain words have been underlined or set in a different font or colour for ease of reference but do not form part of this **Policy**.

Updating this PDS

This PDS was prepared on 30th April 2019.

The information contained in this PDS is up to date at the time it is prepared. **We** may update some of the information contained within it from time to time. **We** will issue **You** with a new PDS or a Supplementary PDS except in limited circumstances. Where the information updated is not materially adverse from the point of view of a reasonable person deciding whether to purchase this insurance, **We** may issue **You** with a copy of any updated information in other forms (such as **Our** website). A paper copy of the updated information will be

available upon request, by contacting **Your** insurance broker or **Us** at APACCompliance@axaxl.com

Your obligation to comply with the terms and conditions of this Policy

You are required to comply with the terms and conditions of this **Policy**. It is important to remember that if **You** do not comply with any term or condition, **We** may to the extent permissible by law decline to pay or reduce the amount payable for any claim or **We** may cancel this **Policy**.

If more than one person is insured under this **Policy**, a failure or wrongful act by one of those persons may adversely affect the rights of any other person insured under the **Policy**.

SUMMARY OF INSURANCE

The following table provides a limited summary of the major benefits available under this **Policy** and does not form part of the **Policy** and cannot be relied upon as a full description of the cover provided. Coverage for the benefits described below shall only apply to the extent that they are detailed in the **Policy Schedule**. The terms, limitations, conditions and exclusions that apply to these benefits are set out in this **Policy**, please refer to each section for full details of coverage. Please also refer to the Policy Definitions for the details of the terms used in this Summary shown in bold text.

Policy Section	Summary of Cover available	Page No.
1. Personal Accident		
Part A – Accidental Death and Disablement	We will provide the benefits shown in the Policy Schedule in the event that an Insured Person suffers a Bodily Injury following an Accident during their Scope of Cover and whilst the person is an Insured Person under this Policy which results in Accidental Death or an Event set out in the Table of Events	28
Part B - Weekly Injury Benefits	We will provide the benefits shown in the Policy Schedule in the event that an Insured Person suffers a Bodily Injury following an Accident during their Scope of Cover and whilst the person is an Insured Person under this Policy which results in Bodily Injury causing their Temporary Total Disablement or Temporary Partial Disablement	31
Part C – Non Medicare Medical Expenses	We will provide the benefits shown in the Policy Schedule in the event that an Insured Person suffers a Bodily Injury following an Accident during their Scope of Cover and whilst the person is an Insured Person under this Policy which results in the Insured Person incurring Non Medicare Medical Expenses	32

Part D - Bodily Injury Resulting in Surgery outside of Australia and Permanent Country of Residence	We will provide the benefits shown in the Policy Schedule in the event that an Insured Person suffers a Bodily Injury following an Accident during their Scope of Cover and whilst the person is an Insured Person under this Policy which results in a surgical event set out in the Table of Events	33
Part E – Fractured Bones	We will provide the benefits shown in the Policy Schedule in the event that an Insured Person suffers a Bodily Injury following an Accident during their Scope of Cover and whilst the person is an Insured Person under this Policy which results in a fractured bone as specified in the Table of Events	34
Part F – Bodily Injury Resulting in Loss of or damage to Teeth	We will provide the benefits shown in the Policy Schedule in the event that an Insured Person suffers a Bodily Injury following an Accident during their Scope of Cover and whilst the person is an Insured Person under this Policy which results loss of or damage to Teeth	35
2. Protect & Assist Additional Benefits		
We will provide a range of additional benefits as set out in this Policy in the event an Insured Person suffers a Bodily Injury or other specified event during the Period of Insurance and whilst the person is an Insured Person under this Policy		
Part A – Protect Benefits	Such Benefits include: Accidental H.I.V Infection Benefit; Corporate Reputation protection; and Post-Traumatic Stress Disorder Benefit	37
Part B – Assist Benefits	Such Benefits include: Childcare Expenses; Domestic Assistance; and Funeral Expenses	40

GROUP PERSONAL ACCIDENT SPORTS INJURY INSURANCE – POLICY WORDING

Policy Definition

There may be words and expressions used in this **Policy** which have a specific meaning unique to it. These words are shown below and when shown in bold type the specific meaning will apply. Plural forms of the words defined have the same meaning as the singular form.

Accident/Accidental

means a single event which:

- I. is caused by a sudden external and identifiable event which occurs by chance;
- II. results in a **Bodily Injury** which could not have been expected by the **Insured Person**; and
- III. occurs during the **Period of Insurance**, and the **Insured Person's Scope of Cover**.

Accidental Death

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

Aggregate Limit of Liability

Means the maximum amount **We** will pay under this **Policy** and any other Accident & Health policy issued by **Us** in the **Insured's** name in respect of all losses and in

respect of all **Insured Person's** arising out of the same **Incident**.

Associated Entity

means a company or organisation of the **Insured**, the name of which has been advised to and is accepted by **Us**.

Authorised Person

means any person contractually engaged by the **Insured** to undertake work on their behalf and includes **Employee's**, consultants, **Contractors**, **Voluntary Workers**, **Work Experience Students** and/or self-employed persons. An **Authorised Person** shall extend to include guests, trialists or invitees whom the **Insured** consents to be covered under this **Policy**, other than a **Dependent Child(ren)** or **Spouse** of an **Insured Person**.

Authorised Rehabilitation Provider

means a company accredited to deliver workplace rehabilitation services to an **Insured Person** following a **Bodily Injury** which results in a valid claim for **Temporary Total Disablement** or **Temporary Partial Disablement** under this **Policy**, whose employees are reasonably qualified and experienced to provide timely assistance with services based on the assessed need of the **Insured Person** and their occupation. Such provider will be:

- I. chosen from a panel of **Our** authorised providers;
or

II. an Independent provider should the **Insured** or **Insured Person** not agree with **Our** choice, provided that:

- a) such provider is not the **Insured**, an **Insured Person**, a **Close Relative** of the **Insured Person** or an **Authorised Person** of the **Insured**; and
- b) the cost of providing the **Rehabilitation Plan** is reasonable when compared to that of **Our** chosen panel provider.

Bodily Injury

means an identifiable injury external to the body caused solely by **Accidental** means, where the **Bodily Injury** and **Accident** both occur during the **Period of Insurance** and during the **Scope of Cover**, and within 12 months of the **Accident** results in the **Insured Person** suffering one or more of the **Events** covered under this **Policy**. **Bodily Injury** includes illness or disease directly resulting from medical or surgical intervention necessitated because of a **Bodily Injury**. It does not mean a **Sickness** or **Pre-existing Condition**.

Business

means the activities directly connected with the Business of the **Insured** stated in the **Policy Schedule**.

Close Relative

means the **Insured Person's Spouse**, parent, parent-in-law, step-parent, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, brother-in-law, half-brother, step-brother, sister, sister-in-law, half-sister,

stepsister, uncle, aunt, nephew, niece, grandparent or grandchild.

Complete Fracture

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

Conveyance

means:

- I. any aircraft operated by a commercial or charter airline which is duly licensed and insured for the regular transportation of fare-paying passengers; and
- II. any coach, bus, taxi, train, tram, boat, ship, ferry, **Ridehail Vehicle** or other vehicle owned and operated by a carrier duly licensed and insured for the regular transportation of fare-paying passengers.

Dependent Child/Children

means any child of an **Insured Person** who is unmarried and;

- I. under nineteen (19) years of age; or
- II. under twenty five (25) years of age if in full-time education; or
- III. dependant on the **Insured Person** due to reason of diagnosed permanent mental or physical disability

and in all cases is primarily dependant on the **Insured Person** for their maintenance and support.

Director (including partners)

means a serving Director (other than a non-executive director) of **You**:

- I. whose details have been notified to Australian Securities and Investment Commission in accordance with section 205b of the Corporations Act 2001 or any statutory amendment modification or re-enactment of such Act or Regulations where **You** are a company registered in Australia;
- II. that sits on **Your** Board of **Directors** or equivalent where **You** are a company registered outside of Australia; or
- III. who has signed a partner deed with **You** as a limited partner of a limited partnership defined under the Partnership Act 1958 (Cth).

Direct Travel

means travel to and from the **Insured Persons** normal place of residence or normal place of employment, which is in connection with the **Business** and falls under the **Scope of Cover** specified in this **Policy**. It shall include any minor deviations or interruptions which in no way increase the risk of an **Accident** which could have normally arisen if the **Insured Person** had travelled direct. Direct Travel shall not include the following:

- I. any travel outside of Australia; or
- II. any travel undertaken by an **Insured Person** who does not have a regular place of employment such as a professional driver, courier, or sales professional.

Doctor

means a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, but shall exclude:

- I. the **Insured**;
- II. an **Insured Person**;
- III. a **Close Relative** of the **Insured Person**; or
- IV. an **Authorised Person** of the **Insured**.

Domestic Duties

means the usual and ordinary domestic duties undertaken by someone as a homemaker, including childminding and regular housekeeping activities both indoors and outside of the home

Employee

means any person under an employment contract of service or apprenticeship with **You** excluding any **director**.

Endorsement

means a change in the terms and conditions of this **Policy** agreed to by **Us** that can extend or restrict cover.

Event(s)

means the Event(s) described in the relevant Table of Events set out in Section 1 – Personal Accident of this **Policy**.

Excess

means the amount of each and every claim **We** do not pay and which the **Insured Person** is required to bear themselves. The **Excess** amount will be shown in the **Policy Schedule** and may be expressed as a monetary amount or as a percentage.

Excess Period

means the initial period of **Temporary Total Disablement** or **Temporary Partial Disablement** during which no benefits are payable as specified in the **Policy Schedule**.

Executive

means the chief executive officer, chief operating officer, chief financial officer, chief information officer, chief people officer, chief risk officer, company secretary and any member of **Your** executive committee.

Foot

means the entire foot below the ankle.

Gradually Operating Cause

means a cause that is the result of a series of events which occur or develop over time that cannot be wholly attributable to a single **Accident**.

Hairline Fracture

means a fracture in which there are one or more cracks in the bone, but where the bone remains in alignment.

Hand

means the entire hand below the wrist.

Incident

means all individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring during the **Period of Insurance** and at an identifiable time and place.

Inpatient

means an **Insured Person** who has gone through the full hospital admission procedure and for whom a critical case record has been opened and whose admission is necessary for the medical care and treatment of **Bodily Injury** and not merely for any form of nursing convalescence rehabilitation rest or extended care.

Insured/You/Your

means the legal entity, organisation or person(s) named as The Insured in the **Policy Schedule**. You as The Insured are the contracting party to this **Policy**.

Insured Person

means any person or category of persons who meet the criteria specified for an **Insured Person** in the **Policy Schedule** or any **Endorsement**. They are a person nominated by **You** and agreed by **Us** for whom **Premium** has been paid or agreed to be paid. An **Insured Person** is not a contracting party to this **Policy**.

Limit of Liability

means the maximum amount **We** will pay with respect to all losses incurred and in respect of all **Insured Person's** for this benefit during any one **Period of Insurance**.

Loss of Eye

means **Permanent** and total loss of sight which will be considered as having occurred:

- I. in both eyes if the **Insured Person** loses all sight in both eyes;
- II. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at three (3) feet what the **Insured Person** should see at sixty (60) feet).

Loss of Hearing

means **Permanent** and total loss of hearing in one or both ears.

Loss of Limb

means:

- I. in the case of a leg loss by **Permanent** physical severance at or above the ankle or **Permanent** and total loss of use of a complete **Foot** or leg;
- II. in the case of an arm, loss by **Permanent** physical severance of the four (4) fingers at or above the meta carpo-phalangeal joints (where the fingers join the palm of the **Hand**) or **Permanent** and total loss of use of a complete arm or **Hand**.

Loss of Speech

means the total and irrecoverable loss of use of the power of audible and intelligible speech.

Medical Aids

means equipment that is recommended by a **Doctor** for the treatment of a **Bodily Injury** which are not excluded under General Policy Exclusions (f) of this **Policy** and can include items such as crutches, bandages, walking boots and/or mobility aids.

Member of the Body

means a part of the body, especially a Limb.

Mental Health Practitioner

means a psychiatrist or psychologist who is registered or licensed to practice in the speciality of psychiatry or psychology under the laws of the country in which they practice, and who is engaged by a designated mental health service, but shall exclude:

- I. the **Insured**;
- II. an **Insured Person**;
- III. a **Close Relative** of the **Insured Person**; or
- IV. an **Authorised Person** of the **Insured**.

Non Medicare Medical Expenses

means the following expenses paid for by the **Insured Person** within twelve (12) months of the **Insured Person** sustaining a **Bodily Injury** following an **Accident**, which are certified by a **Doctor** as being necessary for the treatment or care of that **Bodily Injury**:

- I. private hospital bed fees and theatre fees
- II. dental services

- III. ambulance costs
- IV. orthotics, splints or prosthesis
- V. physiotherapy, massage therapy, chiropractic therapy, osteopathy or naturopathy but only after a referral from a **Doctor**.

We will only reimburse such expenses that are not reimbursable from Medicare (either in part or full) or any other source and which are not excluded under the General Policy Exclusions of this **Policy**. No benefit shall be payable in respect of the Medicare Gap, being the difference between the payment made by Medicare and the Medicare Benefit Schedule fee for the expense.

Non-Scheduled Conveyance

means travel in any **Conveyance** whose journeys are not conducted in accordance with regular schedules and whose travel paths are not over specific routes, or to and from commercial terminals or locations. A Non-Scheduled Conveyance shall not include travel in a taxi, hire car or **Ridehail Vehicle**.

Our/Us/We

means XL Insurance Company SE, Australian Branch (ABN 36 083 570 441), trading as Brooklyn Underwriting (for the purposes of this document, "Brooklyn Underwriting") who is the insurer under this **Policy**.

Paralysis

means:

- I. **Quadriplegia**: Complete paralysis of all four (4) limbs and bladder;

- II. **Triplicia**: Complete paralysis of three (3) limbs and bladder;

- III. **Paraplegia**: Complete paralysis of the lower half of the body including total loss of use of two (2) legs and bladder; or

- IV. **Hemiplegia**: Complete paralysis on one side of the body including total loss of use of one (1) leg and one (1) arm.

Period of Insurance

means the period of time shown in the **Policy Schedule** or such shorter period should this **Policy** be terminated either in accordance with its terms or alternatively deemed applicable by law during which cover applies under this **Policy**.

Permanent

means having lasted twelve (12) consecutive months, and at the expiry of this period is determined by a **Doctor** to be beyond hope of improvement for the remainder of the **Insured Person's** life.

Permanent Country of Residence

means a country in which an **Insured Person** currently resides, has resided or intends to continue to reside for a continuous period of twelve (12) months or longer for reasons of employment.

Permanent Partial Disablement

means the loss of or loss of use of a body part as a result of an **Accident** which continues for twelve (12) consecutive months and at this time is certified by a

Doctor that it will in all probability exist for the remainder of the life of the **Insured Person**.

Permanent Total Disablement

means **Permanent** and total disablement as a result of an **Accident** which continues for twelve (12) consecutive months and at this time is certified by a **Doctor** as being beyond hope of improvement and entirely preventing the **Insured Person** from engaging in any occupation, business, profession or employment for which the **Insured Person** is qualified by reason of education, training or experience for the remainder of their life.

Personal Motor Vehicle

means a comprehensively insured motor vehicle owned and operated by a **Voluntary Worker** which is used to undertake **Direct Travel** to and from **Voluntary Work** performed on behalf of **You** and with **Your** permission.

Policy

means **Our** contract with **You** and includes this **Policy** wording, the **Policy Schedule**, and any **Endorsement** or other document **We** may tell **You** forms part of the terms and conditions of this **Policy**.

Policy Schedule

means the document issued to the **Insured** by **Us** which applies during the **Period of Insurance** and outlines the specific details of cover applicable to **You**, including but not limited to the **Scope of Cover** and **Sums Insured** provided.

Pre-existing Condition

means any physical ailment for which:

- I. treatment, advice, referral or medication has been received or prescribed by a **Doctor** at the time of the **Accident** or in the six (6) months immediately prior to the person becoming an **Insured Person** under the **Policy**; or
- II. a reasonable person in the circumstances would be expected to be aware of based on the manifestation of symptoms at the time of the **Accident** or at any time during the six (6) months immediately prior to the person becoming an **Insured Person** under the **Policy**.

Premium

means the amount shown in the **Policy Schedule** that is payable in respect of this **Policy** by **You**.

Proposal

means **Your** Proposal or statement of fact including any renewal declaration and information supplied by or on **Your** behalf in addition to or in connection with or in substitution thereof.

Public Relations Crisis

means a significant threat to **Your** operations or perception of **Your** stakeholders that can have negative consequences and can seriously impact **Your** performance and generate significant negative outcomes.

Rehabilitation Plan

means a document prepared by an **Authorised Rehabilitation Provider**, after a workplace rehabilitation assessment is conducted of an **Insured Person** for whom **Temporary Total Disablement**, or

Temporary Partial Disablement benefits are payable under a **Policy** issued by **Us**, which outlines the following:

- I. clear and appropriate objectives with consideration of how these objectives will be achieved;
- II. details of rehabilitation activities required to meet the objectives;
- III. time frames for expected stages of recovery; and
- IV. when and by whom reviews will be undertaken to assess the **Insured Person's** progress.

Ridehail Vehicle

means a vehicle operated by an independent contractor registered and authorised by a recognised third-party **Ridehail Vehicle** provider (such as Uber) for the provision of transportation to fee paying passengers who book and pay for their journey via a smartphone application.

Salary

means the average weekly pre-tax income earned by an **Insured Person** through personal exertion, which shall be calculated in accordance with the following:

- I. for **Insured Person's** paid on a weekly basis, the amount shall be equal to their average basic wage for the thirteen (13) weeks immediately prior to the date of the **Temporary Total Disablement** or **Temporary Partial Disablement** (whichever is relevant) or such shorter period that they have been employed;

- II. for salaried **Insured Person's**, the amount shall be calculated by dividing their Annual **Salary** by fifty two (52);
- III. for self-employed **Insured Person's**, the amount shall be equal to their average basic income after deducting all **Business** expenses incurred in deriving that income, earned during the twelve (12) months immediately prior to the date of the **Temporary Total Disablement** or **Temporary Partial Disablement** (whichever is relevant) or such shorter period that they have been self-employed.

and in all cases includes wages, travel allowances, personal motor vehicle costs, sponsorship, monetary reward, and meal allowances where included as part of their **Salary** in all cases or remuneration package or total employment cost, but excludes bonuses, overtime payments, penalty rates, shift allowances or commissions (unless otherwise agreed to in writing by **Us**).

Scope of Cover

means when **You** or an **Insured Person** are covered by this **Policy**. Unless set out differently in the **Policy Schedule**, the **Scope of Cover** will be any time that the **Insured Person** is, in connection with the **Business**:

- a) actively engaged in a training session or competitive game;
- b) actively engaged in an activity which forms part of the **Insured Person's** official duties;
- c) engaged in any administrative, social, fund raising activity or **Voluntary Work**;

d) undertaking **Direct Travel** to or from (a), (b) or (c) above; and

e) staying away from home during a tour for the purposes of (a), (b) or (c) above.

Sickness

means any illness, disease, disorder or syndrome.

Spouse

means the legally married **Spouse** or civil or cohabitating partner of an **Insured Person**.

Sum Insured

means the amount for which **You** are Insured as specified in the **Policy Schedule**.

Temporary Partial Disablement

means disablement which:

- I. is temporary in nature; and
- II. in the opinion of a **Doctor** prevents the **Insured Person** from engaging in at least fifty percent (50%) of their usual duties performed in their occupation in the **Business** of the **Insured**, or any occupation for which they are reasonably suited by way of their education, training or experience should they cease to be employed by the **Insured** after the **Event(s)** occurs; and
- III. is a condition for which the **Insured Person** is under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

Temporary Total Disablement

means disablement which:

- I. is temporary in nature; and
- II. in the opinion of a **Doctor** entirely prevents the **Insured Person** from engaging in any part of their usual duties or occupation; and
- III. is a condition for which the **Insured Person** is under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

Terrorism

means any act committed for political, religious, ideological or similar purposes including but not limited to the use of force or violence or threat thereof any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) including the intention to influence any government and/or to put the public or any section of the public in fear.

Tooth/Teeth

means a sound, natural and permanent tooth, but does not include first or milk teeth, veneers, implants, dental fillings or partial or full dentures.

War

means any armed conflict between nations including forces acting for international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

Work Experience

means a set period of time in which a **Work Experience Student** works voluntarily without receiving any **Salary** or payment (except for a nominal monetary amount) for **You** in order to gain experience in a particular industry or profession.

Work Experience Student

means a secondary or tertiary student undertaking authorised **Work Experience** with **You** or on **Your** behalf.

Voluntary Work

Means unpaid work undertaken by a **Voluntary Worker** on behalf of and with **Your** permission for the purposes of providing services without receiving any **Salary** or **Payment**.

Voluntary Worker

means an **Insured Person** who is undertaking authorised **Voluntary Work** on behalf of **You** and with **Your** permission.

GENERAL CLAIMS CONDITIONS

Assignment

We will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this **Policy**.

Claims Notification

You or the **Insured Person** must provide notification to **Our** claims administrator Fullerton Health Corporate Services no later than thirty (30) days of the occurring of any **Accident, Incident**, event or circumstance which may give rise to a loss which is covered or may be covered under this **Policy** except as provided herein.

Failure to provide **Us** with notice within the timeframes provided in this **Policy** will not invalidate the claim but **We** may reduce **Our** liability under this **Policy** to the extent that **We** have been prejudiced due to such failure. It may also result in the **Insured Person** not receiving the full amount claimed if the amount claimed is increased as a result of the delay.

Claims Assistance

If **You** or the **Insured Person** need to submit a new claim, or want to know the status of an existing claim, please contact **Our** claims administrator Fullerton Health Corporate Services on 02 8256 1770 or at claims@fullertonhealthcs.com.au

Duplicate Cover

If a loss is covered under more than one (1) section or benefit of this **Policy** or any other Accident & Health policy issued by **Us** in **Your** name, **We** will provide the cover under the section and for the benefit that provides the most cover but never under more than one (1) **Policy**, section or benefit. Under no circumstances shall **We** make duplicate payments for the same loss.

Evidence Required

You or the **Insured Person** must produce for **Us** at the expense of **You** or the **Insured Person** all the detailed particulars and evidence relating to the cause and amount of the loss, damage or expenses. In the event of a claim in connection with an **Insured Person's** earnings the **Insured Person** must also provide substantiation supporting their declared **Salary**.

If **We** consider it necessary, each **Insured Person** must give **Us** permission to obtain any medical reports or other records from any **Doctor** who has treated the **Insured Person** otherwise **We** may not be able to consider the claim.

We may in connection with any claim request that the **Insured Person** be medically examined, undertake a **Rehabilitation Plan**, or in the event of **Accidental Death** a post mortem be carried out. If requested **We** will pay the cost of the examination and/or assessment and for any medical reports and records including the reasonable

costs of any person required to travel with the **Insured Person** provided these expenses are agreed by **Us** in advance.

We may also contact third parties who have or who were to provide services to **You** or the **Insured Person** to verify the information provided to support the claim.

If **We** do not receive the information **We** need **We** may reject the claim or withhold payment until the information **We** require has been received.

Interest

Interest will not be added to any amount paid or payable to **You** or the **Insured Person** under this **Policy**.

Other Insurances

If at the time of the claim there is another insurance policy where **You** or the **Insured Person** are a contracting party to the insurance and which covers **You** or the **Insured Person** for the same expense or loss, **You** and/or the **Insured Person** must advise **Us** at the time of claim. **We** may then only pay a proportion of the claim determined by reference to the cover provided by each of the policies, except for any benefit payable under Section 1 Personal Accident, Part A – Accidental Death and Disablement, Events 1-3 in the Table of Events which are payable in full.

There shall be no cover under this **Policy** for any loss, damage, liability, event or **Bodily Injury** which is covered under any insurance policy, statutory compensation scheme, Workers Compensation policy, health or medical scheme, Act of Parliament or is payable by any other source whatsoever. **We** will however pay

the difference between what is payable under the other insurance policy, statutory compensation scheme, Workers Compensation policy, health or medical scheme, Act of Parliament or other source and what **You** or the **Insured Person** would be otherwise have been or be entitled to claim under this **Policy** provided that **We** are permitted to do so by law.

Notwithstanding the above, Benefits under Section 1 – Personal Accident, Part A - Accidental Death and Disablement, Events 1-3 in the Table of Events are payable in addition to any other entitlements at law or otherwise.

Other Interests

Your receipt shall discharge **Our** liability to pay any amount in respect of a claim. The **Insured Person** or the **Insured Person's** personal representatives shall have no right to claim from or sue **Us**. If the **Insured** comprises more than one party having an interest in the **Insured Person** insured the settlement made by **Us** shall represent the total amount payable in respect of that **Insured Person** or property for all interests covered by this **Policy**.

Payment of Benefits

Other than as provided under the Assignment condition, **We** will pay all benefits to **You** or the **Insured Person** upon **Your** request.

Where **You** direct **Us** to pay an **Insured Person**, the receipt of such benefit or payment by such **Insured Person** shall be deemed sufficient discharge of **Our** liability to pay benefits under this **Policy**.

Reasonable Care

You and each **Insured Person** must take all practical steps to avoid or minimise any **Bodily Injury** or **Accident** or expense including complying with any law, by-law, or regulation which governs the safety of persons covered by this **Policy**. Where applicable, the **Insured Person** must also make every practical effort to adhere to the recommendations detailed in their **Rehabilitation Plan**.

Subrogation

In the event that a third party is held liable for all or part of any claim paid under this **Policy** **We** may exercise **Our** legal right to pursue the third party to recover **Our** outlay. **You** or an **Insured Person** will upon **Our** request agree to and permit **Us** to any action as may be necessarily required for the purpose of exercising this right, and a claimant must execute and deliver any instrument and papers and do whatever is necessary to enable **Us** to secure such rights. A claimant shall not take action after any loss which will prejudice **Our** rights to subrogation. **We** will pay the costs and expenses involved in exercising its rights against the third party.

Third Party Contract Rights

Only **We** or the **Insured** may enforce the terms of this **Policy**. An **Insured Person's** access to this **Policy** is solely by reason of the statutory operation of Section 48 of the Insurance Contracts Act 1984 (Cth), and they are not a contracting party and do not enter into any agreement with **Us**.

GENERAL POLICY CONDITIONS

Accessibility

Upon request **We** can provide Braille, audio or large print versions of this **Policy** and the associated documentation including the Product Disclosure Statement. If **You** require an alternative format **You** should contact **Your** insurance broker.

Aggregate Limit of Liability

Except as detailed below, **Our** total liability for all claims shall not exceed the amount shown in the **Policy Schedule** against **Aggregate Limit of Liability** (A), during any one (1) **Period of Insurance**.

Our total liability for all claims relating to air travel in a **Non-Scheduled Conveyance** shall not exceed the amount shown in the **Policy Schedule** against **Aggregate Limit of Liability** (B), during any one (1) **Period of Insurance**.

Acquisition Clause

If during the **Period of Insurance** the **Insured** acquires or creates any new office, branch, subsidiary or **Associated Entity**, **We** either directly or through one of **Our** subsidiaries shall automatically provide cover from such date of acquisition or creation at no additional charge (provided the number of **Insured Persons** does not increase by more than 5% of the estimate provided by **You** at inception or renewal) for no additional charge.

Otherwise **We** agree to provide cover from the date of creation or acquisition for a period of thirty (30) days during which time **You** shall provide any additional information and pay any additional **Premium** as may be reasonably required by **Us**.

Such cover shall be provided that **We** are permitted to do so under the laws of the country in which the branch, office, subsidiary, or **Associated Entity** is registered.

Breach of Condition

If **You** or any **Insured Person** is in breach of any conditions of this **Policy**, **We** may to the extent permissible by law decline to pay a claim, or reduce the amount payable.

Cancellation

You can cancel this **Policy** at any time by notifying **Us** in writing. The cancellation will take effect from 4.01pm (in the state or territory where the **Policy** was issued on the date that **We** receive **Your** written notice of cancellation or at such time as otherwise agreed to with **You**.

We may cancel this **Policy** or any section herein if **You** are in breach of any condition of this **Policy** or for any reason permissible at law. Notice of **Our** cancellation shall take effect on the thirtieth (30th) business day after the notice was sent to **You**.

If the **Policy** is cancelled by either the **Insured** or **Us**, **We** will refund the **Premium** for the **Policy** less a pro-

rata proportion to cover the period for which insurance applied less any statutory charges, taxes, duties or fees that cannot be refunded. However, **We** reserve **Our** right not to refund any **Premium** if a claim has been paid under this **Policy** or may be payable where an **Incident** has occurred which could give rise to a claim under this **Policy**.

An **Insured Person** has no cancellation rights under this **Policy**.

Change of Business Activities

You must tell **Us** as soon as possible if there is a change in any circumstances or if any changes or alternations occur or will occur which may increase the risk of **Bodily Injury**, loss, damage, **Accident**, liability or expense under this **Policy**. If **We** agree to accept the change, **We** will do so in writing, and **You** must pay **Us** any additional **Premium We** may require.

Foreign Currency

All amounts shown are in Australian Dollars unless otherwise stated or amended via **Endorsement**. Any claims involving foreign currency will be converted into the appropriate currency at the selling rate of exchange published on www.oanda.com on the day nearest to the date of the loss or as otherwise paid via documented credit or debit card transaction or as agreed in advance in writing with **Us**.

Governing Law and Jurisdiction

Unless specifically agreed to the country this contract of insurance shall be governed by is the laws of The Commonwealth of Australia. Any dispute arising under the **Policy** shall be governed by the laws applicable in the state or territory within which this **Policy** was issued. Each party agrees to submit to the exclusive jurisdiction of any court with competent jurisdiction within such state and shall comply with all requirements necessary to give such court jurisdiction.

The language of this contract of insurance and all communications relating to it will be in English.

Sanctions

We shall not provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

GENERAL POLICY EXCLUSIONS

We will not pay under any section and/or provide any cover under this **Policy for** any claim with respect to any **Bodily Injury**, loss, damage, **Accident**, liability or expense which has been caused by, contributed to by, arises from or is attributable in any way to:

- a) any deliberate, criminal or illegal act committed by **You**, an **Insured Person** or anyone acting on their behalf;
- b) the suicide, attempted suicide, intentionally self-inflicted injury or reckless misconduct of an **Insured Person**;
- c) the **Insured Person** being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst in control of a vehicle, or being under the influence of nonprescription drugs, including abuse of prescription drugs unless it was prescribed by a **Doctor** and taken in accordance with their advice;
- d) an **Insured Person's** participation in or training for any Professional Sport or flying in any aircraft or aerial device in any capacity other than as a passenger of an aircraft licenced to carry passengers;
- e) services which are covered by or which would result in **Us** contravening any legislation relating to:

- (i) Medicare or Private Health Insurance;
- (ii) Workers Compensation;
- (iii) Transport Accident Compensation;
- (iv) Any other government sponsored fund, plan, or medical benefit scheme; and/or
- (v) Any other insurance policy required to be effected by or under law
- f) professional or medical services rendered in Australia which would result in **Us** contravening the National Health Act 1953 (Cth) The Private Health Insurance Act 2007 (Cth), Private Health Insurance Rules (made under the Private Health Insurance Act 2007 (Cth)) as updated from time to time, or any amendment to, consolidation or re-enactment of those Acts;
- g) professional or medical services rendered in any jurisdiction where **We** are prohibited by law from paying those expenses;
- h) **War** in the **Insured Person's Permanent Country of Residence**;
- i) an **Insured Person** not obtaining or following proper medical advice from a **Doctor** as soon as possible after first becoming aware of the **Bodily Injury**.

- j) more than one **Temporary Total Disablement** or **Temporary Partial Disablement** that occur at the same period of time;
- k) any **Temporary Total Disablement** or **Temporary Partial Disablement** which is wholly attributed to childbirth or pregnancy except for non-pregnancy related medical emergencies and complications or emergencies arising therefrom
- l) a **Pre-existing Condition**; and/or
- m) any **Gradually Operating Cause**.
- n) any stress or psychiatric condition, including but not limited to anxiety, depression, mental or emotional stress, mental disease or psychosis or any associated disorders.,
- o) any **Sickness**;
- p) any activities involving parent against child competition;
- q) any expenses or costs incurred which are associated with the prevention of **Bodily Injury**.

SECTION 1 – PERSONAL ACCIDENT

Please check the **Policy Schedule** to determine if cover under this section or any of the benefits discussed in this **Policy** are applicable.

THE COVER

Personal Accident

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** and during the **Scope of Cover** an **Insured Person** sustains **Bodily Injury** following an **Accident** which within twelve (12) months is the sole and independent cause of **Accidental Death** or disablement **We** will pay the corresponding benefit shown in the Table of Events below under Parts A, B, C, D, E and F subject to the **Sum Insured**, benefit period and **Aggregate Limit of Liability** (and inner limits where applicable) as detailed in the **Policy Schedule**.

TABLE OF EVENTS

PART A - ACCIDENTAL DEATH AND DISABLEMENT

Cover under these **Events** is only applicable if an amount is shown on the **Schedule** against Section 1, Part A – Accidental Death and Disablement

The Events	Benefit Amount
Part A – Accidental Death and Disablement	
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Permanent Paralysis	100%
4. Permanent Loss of Eye	100%
5. Permanent Loss of Speech	100%
6. Permanent Loss of Limb(s)	100%

7. Permanent and incurable insanity	100%
8. Loss of Hearing	
I. In both ears	100%
II. In one ear	30%
9. Permanent loss of the lens	
I. In both eyes	100%
II. In one (1) eye	60%
10. Permanent loss of use of four (4) fingers and thumb of either Hand	80%
11. Permanent loss of use of four (4) fingers of either Hand	50%
12. Permanent loss of use of a thumb of either Hand	
I. both joints	40%
II. one (1) joint	20%
13. Permanent Partial Disablement Permanent and total loss of or loss of use	
I. toes of either Foot :	
(a) All toes – one Foot	15%
(b) One big toe	5%
(c) Any other toe, each toe	1%
II. fingers of either Hand	
(a) three joints	15%
(b) two joints	10%
(c) one joint	5%
III. shoulder or elbow	25%
IV. wrist, hip, knee or ankle	22%

V. The lower jaw following surgical removal	30%
VI. The back or spine (vertebral column) with no injury to the spinal cord	35%
14. Full Thickness Burns	
I. Covering more than 25% of the body surface area	50%
II. Covering between 18 – 24% of the body surface area	25%
III. Covering between 9-17% of the body surface area	1%
15. Shortening of leg by at least five (5) centimetres	7.5%
16. Permanent Total Disablement not otherwise provided for under Event(s) 1 to 12 inclusive	<p>Such percentage of the lump sum benefit insured which is consistent with the percentage reduction in the whole bodily function as certified by no fewer than three (3) Doctors, one of whom will be the Insured Person's treating Doctor and the remaining two will be chosen by Us.</p> <p>In the event of disagreement, the amount payable will be the higher of the two (2) Doctors chosen by Us, or at Our absolute discretion an average of the three (3) opinions.</p> <p>The maximum amount payable under Event 16 shall be 75% of the amount shown in the Policy Schedule under Part A – Accidental Death and Disablement.</p>

Additional benefits under Part A

Disappearance

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** disappears in any manner whatsoever during their **Scope of Cover** and the **Insured Person's** body has not been found within twelve (12) months after the date of that disappearance and it is reasonable to believe that **Accidental Death** has occurred as a result of **Bodily Injury** following an **Accident** the **Sum Insured** for Part A – Accidental Death and Disablement - **Event** 1 shall become payable subject to a signed undertaking by **You** that if the belief is subsequently found to be wrong such amount shall be refunded in full to **Us**.

Exposure

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy**, the **Insured Person** suffers **Accidental Death** or Disablement during the **Scope of Cover** as a result of exposure to the elements **We** will consider that as having been caused by **Bodily Injury** following an **Accident**.

PART B – WEEKLY INJURY BENEFITS

The Events	Benefit Amount
Part B – Weekly Injury Benefits	
17. Temporary Total Disablement	<p>Where an Insured Person earns a Salary and suffers a Temporary Total Disablement as a result of a Bodily Injury, and whilst the Temporary Total Disablement persists, We will, from the date of Temporary Total Disablement and after the Excess Period, pay the percentage shown against Section 1, Part B - Weekly Injury Benefits of the Insured Person's Salary, subject to the Sum Insured and benefit period shown in the Policy Schedule.</p> <p>Should the Insured Person be declared fit to return to work in a partial capacity by a Doctor, yet does not do so because of their own decision, then the benefit payable from the date of such declaration shall be limited to a maximum of twenty-five (25) percent of the Insured Person's Salary.</p>
18. Temporary Partial Disablement	<p>Where an Insured Person earns a Salary and suffers a Temporary Partial Disablement as a result of a Bodily Injury, and whilst the Temporary Partial Disablement persists, We will, from the date of Temporary Partial Disablement and after the Excess Period, for the benefit period pay the percentage shown against <u>Section 1 - Part B - Weekly Injury Benefit</u> of the Insured Person's Salary, less any amount of current earnings as a result of working in a reduced capacity provided the combined amount does not exceed the Insured Person's Salary or the amount shown in the Policy Schedule against <u>Part B - Weekly Injury Benefit</u>.</p> <p>Should the Insured Person be declared fit to return to work in a partial capacity by a Doctor, yet does not do so because of their own decision, then the benefit payable from the date of such declaration shall be limited to a maximum of twenty-five (25) percent of the Insured Person's Salary.</p>

PART C – NON MEDICARE MEDICAL EXPENSES

Cover under this **Event** is only applicable if an amount is shown on the **Schedule** against Section 1, Part C – Non Medicare Medical Expenses

The Events	Benefit Amount
Part C – Non Medicare Medical Expenses	
19. Non Medicare Medical Expenses	<p>If during the Period of Insurance and whilst the person is an Insured Person under this Policy the Insured Person sustains a Bodily Injury during their Scope of Cover We will reimburse the Insured Person for the Non Medicare Medical Expenses necessarily incurred up to the percentage and Sum Insured shown in the Policy Schedule against <u>Part C, Non Medicare Medical Expenses</u>.</p>

PART D – BODILY INJURY RESULTING IN SURGERY OUTSIDE OF AUSTRALIA AND PERMANENT COUNTRY OF RESIDENCE

Cover under these **Events** are only applicable if an amount is shown on the **Schedule** against Section 1, Part D – Bodily Injury Resulting in Surgery

The Events	Benefit Amount
Part D – Bodily Injury Resulting in Surgery outside of Australia and Permanent Country of Residence	
<p>Cover under these Events are only applicable if;</p> <ol style="list-style-type: none"> 1. An amount is shown on the Schedule against <u>Section 1, Part D - Bodily Injury resulting in Surgery</u>; and 2. The surgery is undertaken outside of Australia and the Insured Person's Permanent Country of Residence; and 3. The surgery is recommended as necessary by the treating Doctor of the Insured Person 	
20. Craniotomy	100%
21. Amputation of a limb	100%
22. Open reduction of a limb fracture	50%
23. Splenectomy or nephrectomy	50%
24. Dislocation of a joint requiring open reduction	25%
25. Any other surgical procedure carried out under a general anaesthetic	5%

PART E – FRACTURED BONES

Cover under these **Events** is only applicable if an amount is shown on the **Schedule** against Section 1, Part E – Fractured Bones

The Events	Benefit Amount
Part F – Fractured Bones	
26. Complete Fracture of the neck, skull or spine.	100%
27. Complete Fracture of the jaw, pelvis, leg, ankle, or knee.	50%
28. Complete Fracture of the Cheekbone or Shoulder or Hairline Fracture of the neck, skull or spine.	30%
29. Complete Fracture of the arm, elbow, wrist or ribs.	25%
30. Hairline Fracture of the jaw, pelvis, leg, ankle or knee.	20%
31. Hairline Fracture , of the collarbone, arm, elbow, wrist or ribs.	10%
32. Complete Fracture or Hairline Fracture of any finger, thumb, Foot , or toe	7.5%

PART F – BODILY INJURY RESULTING IN LOSS OF OR DAMAGE TO TEETH

Cover under these **Events** is only applicable if an amount is shown on the **Schedule** against Section 1, Part F – Bodily Injury Resulting in Loss of or Damage to Teeth

The Events	Benefit Amount
Part G – Bodily Injury Resulting in Loss of or Damage to Teeth	
33. Loss of Teeth , per Tooth	AUD \$ 250
34. Broken, chipped or cracked Teeth , per Tooth	AUD \$ 125

SECTION 2 - PROTECT & ASSIST ADDITIONAL BENEFITS

Benefits under this section are only applicable if an amount is shown on the **Schedule** against Section 2, Protect & Assist Additional Benefits

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** sustains a **Bodily Injury** following an **Accident** during their **Scope of Cover** which within twelve (12) months is the sole and independent cause of **Accidental Death, Permanent Total Disablement, Permanent Partial Disablement, or Temporary Total Disablement** resulting in a valid claim being paid under Section 1 – Personal Accident of this **Policy**, **We** will at **Your** request pay for or reimburse **You** or the **Insured Person** for the additional benefits outlined below.

Additional benefits payable shall be limited to those appropriate to the disablement suffered and where offered as a reimbursement of costs, such costs must have been incurred within twelve (12) months of the date the **Bodily Injury** from an **Accident** is sustained.

All benefits payable will be up to but not exceeding the **Sum Insured** in respect of any one **Insured Person** as detailed in the **Policy Schedule** subject to the **Aggregate Limit of Liability** (and **Limit of Liability** where applicable).

PART A – PROTECT BENEFITS

Accidental HIV Infection Benefit

If during the **Period of Insurance** whilst the person is an **Insured Person** under this **Policy** and during their **Scope of Cover**, an **Insured Person** is infected with the Human Immunodeficiency Virus (HIV) or any variation thereof or develops Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC):

- I. as a direct consequence of receiving medical treatment for a **Bodily Injury**.

We will pay the **Insured Person** the amount shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Accidental HIV Benefit, provided that;

- I. there is a positive diagnosis within six (6) months of the **Bodily Injury** giving rise to the HIV infection;
- II. the **Insured Person** visits a **Doctor** and has all medical and clinical tests necessarily required by medical standards, carried out by a recognised laboratory no more than forty-eight (48) hours from the date and time of the **Bodily Injury** to diagnose an **Insured Person** as having been infected by HIV and conclusively prove that the **Insured Person** was not HIV positive at the time and date immediately prior to the **Bodily Injury** occurring; and
- III. any **Bodily Injury** leading to or which may potentially lead to a positive diagnosis of HIV is reported to **Us** within 7 days.

No benefit shall be payable should the **Insured Person** not comply with all of these conditions or provide the required level of proof.

Bed Care Benefit

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** sustains a **Bodily Injury** during their **Scope of Cover** and becomes confined to a bed outside of Australia and their **Permanent Country of Residence** which is confirmed in writing by a **Doctor** as being as a direct result of the **Bodily Injury** We will pay the **Insured Person** up to the amount stated in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits – Bed Care Benefit for each completed twenty-four (24) hour period that the **Insured Person** remains a bed care patient for a maximum number of days as stated in the **Policy Schedule** under Part A – Bed Care Benefit

Coma Benefit

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** sustains a **Bodily Injury** following an **Accident** during their **Scope of Cover** which directly causes or results in the **Insured Person** being in a state of continuous unconsciousness and the **Insured Persons** legal representative provides **Us** with a **Doctor's** written confirmation that verifies that the direct causes of the continuous unconsciousness was the **Bodily Injury**, **We** will pay the **Insured Person** the amount stated in the

Policy Schedule under Section 2, Protect & Assist Additional Benefits – Coma Benefit

Corporate Reputation Protection

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy**, the **Insured Person** sustains **Bodily Injury** following an **Accident** during their **Scope of Cover** and in **Our** opinion this is likely to result in a valid claim with respect to Section 1, Part A - Accidental Death and Disablement for either;

- I. **Event 1 – Accidental Death**; or
- II. **Event 2 – Permanent Total Disablement**; or
- III. **Event 3 – Permanent Paralysis**

We will reimburse **You** for reasonable expenses (other than costs incurred for services rendered by any internal department or subsidiary of **Yours**) necessarily incurred for the engagement of a public relations media or similar consultant to help manage a **Public Relations Crisis** and safeguard **Your** reputation subject to such costs being incurred within fifteen (15) days of the date the **Bodily Injury** following an **Accident** is sustained. The maximum amount payable per **Incident** and **Limit of Liability** payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Corporate Reputation Protection.

Guaranteed Payment

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy**, the **Insured Person** sustains a **Bodily Injury** during their **Scope of Cover** for which benefits are payable under **Event 17**,

We will upon provision of medical evidence from a **Doctor** which certifies that the period of **Temporary Total Disablement** will be a minimum of twenty-six (26) continuous weeks' pay an amount equal to twelve (12) weeks of the applicable benefit.

Premature Birth / Miscarriage Benefit

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** suffers a **Bodily Injury** as a result of an **Accident** during their **Scope of Cover** which results in premature childbirth (prior to twenty-six (26) weeks gestation) or miscarriage, **We** will pay the **Insured Person** a lump sum benefit as shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Premature Birth / Miscarriage Benefit.

Personal Vehicle Excess Benefit

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** is undertaking **Voluntary Work** on behalf of and with the permission of the **Insured** and suffers a liability or loss arising from:

- I. the theft of their **Personal Motor Vehicle** whilst undertaking such **Voluntary Work**; or
- II. damage to their **Personal Motor Vehicle** whilst undertaking **Direct Travel** to and from such **Voluntary Work**.

We will reimburse the **Insured Person** for;

- I. the prescribed excess under the **Insured Persons** comprehensive motor vehicle policy of insurance

relative to the loss or damage to the **Insured Persons Personal Motor Vehicle**; or

- II. the actual costs paid for the repair to the **Insured Persons Personal Motor Vehicle** should they be less than the prescribed excess under the **Insured Persons** comprehensive motor policy of insurance.

incurred for the treatment of Post-Traumatic Stress Disorder up to the amount shown against Section 2, Protect & Assist Additional Benefits -Post-Traumatic Stress Disorder Benefit

provided that:

- I. I. these liabilities or losses are not recoverable from any other source; and
- II. the damage to the **Insured Persons Personal Motor Vehicle** did not occur during use on any road which is not a public road (sealed or unsealed) private or company premise, or body corporate thoroughfare; and
- III. the operation of the **Insured Persons Personal Motor Vehicle** is not in violation of the terms of the applicable comprehensive motor vehicle insurance policy relevant to the vehicle.

Post-Traumatic Stress Disorder Benefit

If during the during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** directly witnesses an **Accidental Death** or the **Paralysis** of an **Insured Person** during their **Scope of Cover** and without sustaining **Bodily Injury** suffers Post-Traumatic Stress Disorder as diagnosed by a **Mental Health Practitioner** within six (6) months of the **Incident, We** will, reimburse the **Insured Person** for reasonable expenses necessarily

PART B - ASSIST BENEFITS

Chauffer Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** sustains a **Bodily Injury** during their **Scope of Cover** for which a benefit is payable under **Event 17** **We** will reimburse the **Insured Person** for reasonable expenses necessarily incurred to convey the **Insured Person** to and from their normal place of residence and their normal place of business when the **Insured Person** is certified by a **Doctor** as being medically fit to return to work but unable to drive or travel on public transport. The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under [Section 2, Protect & Assist Additional Benefits - Chauffer Expenses](#).

Childcare Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** sustains a **Bodily Injury** during their **Scope of Cover** for which a benefit is paid under **Event(s) 2 to 9**, **We** will reimburse the **Insured Person** for reasonable expenses necessarily incurred for the services of a registered childcare provider but only in respect of additional costs that would not otherwise have been incurred. The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under—[Section 2, Protect & Assist Additional Benefits – Childcare Expenses](#).

Dependents Benefit

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** suffers an **Accidental Death** during their **Scope of Cover** and is survived by **Dependent Child(ren)** **We** will pay the **Insured Person's** estate an additional lump sum payment benefit for each surviving **Dependent Child** subject to a maximum benefit with respect to any one (1) family as shown in the **Policy Schedule** under [Section 2, Protect & Assist Additional Benefits - Dependents Benefit](#).

Domestic Assistance Expenses

In the event that an **Insured Person** who is not in receipt of a **Salary** suffers a **Bodily Injury** as a result of an **Accident** and is unable to carry-out the **Domestic Duties** they were primarily responsible for prior to the **Accident**, **We** will reimburse the **Insured Person** for reasonable expenses necessarily incurred to employ the services of domestic help or other similar service provider necessitated as a direct result of the **Insured Person's** Disablement. The maximum amount payable per week and the maximum number weeks payable is shown in the **Policy Schedule** under [Section 2, Protect & Assist Additional Benefits - Domestic Assistance Expenses](#).

Executor Advance Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured**

Person suffers an **Accidental Death** and in **Our** opinion **We** believe that a benefit will be paid under Section 1, Part A - Accidental Death and Disablement, Event 1, We will upon the request of the executor of the estate and whilst the administration is being arranged advance to the **Insured Persons** estate an amount for reasonable expenses necessarily incurred as a direct result of the **Insured Person's Accidental Death..** The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Executor Expenses. Any amount paid under this benefit will be deducted from any amount payable under Section 1, Part A – Accidental Death and Disablement, **Event 1** of this **Policy**.

Funeral Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** suffers an **Accidental Death** during their **Scope of Cover** **We** will reimburse the **Insured Persons** estate up to the amount stated in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits – Funeral Expenses for;

- I. I. The **Insured Persons** funeral burial or cremation; or
- II. The costs of returning the **Insured Persons** body or ashes to a place nominated by the **Insured Persons Spouse** or legal representative

Home, Vehicle or Workplace Adaptation

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** suffers a **Bodily Injury** as a result of an

Accident during their **Scope of Cover** for which benefits are payable under **Events**, 2 or 3, **We** shall reimburse the **Insured Person** for reasonable expenses necessarily incurred with **Our** prior written consent to make alterations to the **Insured Person's** home, car or usual place of work as a direct result of the **Insured Person's** Disablement. The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Home, Vehicle and Workplace Adaptation.

Hospitalisation Inpatient Visiting Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** sustains a **Bodily Injury** during their **Scope of Cover** and is admitted as an **Inpatient** of a hospital, which is more than one hundred (100) kilometres away from the **Insured Person's** normal residence, **We** will reimburse the **Insured Person** all reasonable expenses necessarily incurred by the **Insured Person's Spouse** and **Dependent Children** in respect of travel and accommodation expenses in visiting the **Insured Person** in hospital for the period spent as an **Inpatient**. The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Hospital Inpatient Visiting Expenses.

Independent Financial Advice

Following the **Payment** of a Benefit under Part A - Accidental Death and Disablement, Events 1-9 **We** will reimburse the **Insured Person, or their estate** in the

event of **Accidental Death**, for reasonable expenses necessarily incurred for fees charged by an independent financial advisor authorised and regulated by the Australian Securities and Investment Commission or equivalent regulatory body in the **Insured Person's Permanent Country of Residence** to provide the **Insured Person** or their **Spouse** or estate with professional financial advice. The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** Section 2, Protect & Assist Additional Benefits - Independent Financial Advice.

Out of Pocket Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** sustains a **Bodily Injury** during their **Scope of Cover** which directly results in otherwise unforeseeable expenses for clothing, **Medical Aids** and local transportation for the purpose of seeking medical treatment **We** will reimburse the **Insured Person** the reasonable expenses necessarily incurred up to the amount stated in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits – Out of Pocket Expenses.

Relocation Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** sustains a **Bodily Injury** as a result of an **Accident** during their **Scope of Cover** for which benefits are payable under **Events**, 2 or 3 and which requires the **Insured Person** to relocate their primary residence **We** will reimburse the **Insured Person** reasonable expenses necessarily incurred with **Our** prior written consent for

solicitors' and estate agents' fees and removal costs necessitated as a direct and necessary result of having to relocate. This benefit is subject to there not being any claim paid under the Home Vehicle and Workplace Adaptation additional benefit. The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Relocation Expenses.

Spouse Retraining Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy**, the **Insured Person** sustains a **Bodily Injury** as a result of an **Accident** during their **Scope of Cover** which results in **Accidental Death** or **Permanent Total Disablement**, **We** will reimburse the **Insured Person's Spouse** for reasonable expenses necessarily incurred with **Our** prior written consent for training or retraining the **Insured Person's Spouse** to:

- I. assist in obtaining gainful employment; or
- II. improve their employment prospects; or
- III. enable them to improve the quality of care they alone are able to provide to the **Insured Person**

Provided always that:

- I. the **Spouse** is aged under sixty-five (65) years at the commencement of the training; and
- II. the training is conducted by a recognised company with the appropriate certification and qualifications necessary to provide such training; and

III. All such expenses are incurred within twenty-four (24) months from the date the **Insured Person** suffers the **Bodily Injury** for which the claim depends.

The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Spouse Retraining Expenses.

Student Tutorial Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** an **Insured Person** who is a registered full time student who is not in receipt of a **Salary** sustains a **Bodily Injury** during their **Scope of Cover** and a **Doctor** certifies that the **Insured Person** is unable to attend classes as a result of the **Bodily Injury** **We** will reimburse the **Insured Persons** for reasonable expenses necessarily incurred for home tutorial services provided by a professional tutor who is not the **Insured Persons Close Relative** and is not permanently residing with the **Insured Person**. The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits –Student Tutorial Expenses.

Unexpired Membership Benefit

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy**, the **Insured Person** sustains a **Bodily Injury** as a result of an **Accident** during their **Scope of Cover** which results in a benefit being paid under:

- a) Section 1 – Personal Accident Part A - Events 2-16; or

- b) Section 1 Personal Accident Part A - Event 17 for which a **Doctor** certifies in writing will continue for a minimum period of twenty-six (26) weeks;

And in either case, is certified by a **Doctor** as entirely preventing the **Insured Person** from continuing participation in any sport for which they have paid a membership, association, club fee, or registration fee **We** will reimburse the **Insured Person** a pro-rata refund of such fees paid for by the **Insured Person** for the current season or membership period. The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Unexpired Membership

ADDITIONAL CONDITIONS APPLICABLE TO SECTIONS 1 AND 2 OF THIS POLICY

In addition to the General Claims Conditions (Page 21), General Policy Conditions (page 24) and General Policy Exclusions (Page 26) which are applicable to all sections of the Policy, the following additional conditions apply to this section:

- I. where an amount is claimed in respect of the same **Insured Person** for more than one form of **Permanent Total Disablement** or **Permanent Partial Disablement** as the result of the same **Accident** the total of the percentages shall not exceed 100% of the amount for Section 1 Part A - Accidental Death and Disablement;
- II. if a claim is payable for loss of use of a whole **Member of the Body** then any further claims for parts of that **Member of the Body** cannot also be made;
- III. where an amount is claimed in respect of the same **Insured Person** for more than one **Event** under Section 1 Part D – Bodily Injury Resulting in Surgery as the result of the same **Accident** the total of the percentages shall not exceed 100% of the amount for Part D – Bodily Injury Resulting in Surgery;
- IV. where an amount is claimed in respect of the same **Insured Person** for more than one (1) **Complete Fracture, or Hairline Fracture** as the result of the same **Accident** the total of the percentages shall not exceed 100% of the amount for Section 1 Part F - Fractured Bones;
- V. the maximum amount payable for any one **Bodily Injury** resulting in loss of or damage to
- VI. **Tooth/Teeth** shall be the amount shown in the **Policy Schedule** against Section 1 Part G - Bodily Injury resulting in Loss of or Damage to Teeth;
- VII. if as a result of a **Bodily Injury** following an **Accident** an **Insured Person** is entitled to **Temporary Total Disablement** or **Temporary Partial Disablement** benefits and subsequently (as a result of the same **Bodily Injury** following the same **Accident**) the **Insured Person** becomes entitled to a benefit under **Events 2 to 9** in the Table of Events:
 - a) all benefits payable under Part B – Weekly Injury Benefit – Events 17 and 18 - **Temporary Total Disablement** and **Temporary Partial Disablement** shall cease from the date of such entitlement; and
 - b) any entitlement to a benefit amount under Part A – Accidental Death and Disablement – **Events 2 to 9** in the Table of Events will be reduced by all benefits paid for under Part B – Weekly Injury Benefit – Events 17 and 18 -

**Temporary Total Disablement and
 Temporary Partial Disablement**

VIII. benefits payable in respect of Temporary Total Disablement and Temporary Partial Disablement shall cease upon:

- a) the **Insured Person** ceases employment;
- b) the **Insured Person** failing to attend any medical assessment and/or make every practical effort to adhere to the recommendations detailed in their **Rehabilitation Plan**;
- c) the **Insured Person** retires, accepts early retirement or redundancy;
- d) the death of the **Insured Person**;
- e) the **Insured Person** returning to normal work or duties, or being cleared by a **Doctor** to return to normal work or duties whether such work is available or not.

IX. after payment of a benefit as a result of a **Bodily Injury** following an **Accident** under any of the **Events 2-9** in the Table of Events all cover with respect to that **Insured Person** under Section 1 - Personal Accident shall cease;

X. **We** will only pay for the **Bodily Injury** an **Insured Person** has suffered if it directly and wholly occurred as a result of an **Accident**. Any existing physical impairment or medical condition (including but not limited to a **Pre-existing Medical Condition**) an **Insured Person** has before the **Accident** will be taken into

consideration in calculating the amounts payable on the basis of the difference between their physical impairment or medical condition before and after the **Accident** as certified by a **Doctor**;

XI. if as a result of a **Bodily Injury** benefits become payable for **Temporary Total Disablement** or **Temporary Partial Disablement** and during the **Period of Insurance**, the **Insured Person** suffers a reoccurrence of the **Temporary Total Disablement** or **Temporary Partial Disablement** from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the **Insured Person** has worked continuously for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new **Bodily Injury** and a new **Excess Period** will apply;

XII. the amount of any benefit payable for **Temporary Total Disablement** and **Temporary Total Disablement** shall be reduced by any amount the **Insured Person** is entitled to under;

- a) Any periodic compensation under any Workers Compensation or accident compensation Scheme; and/or
- b) Any disability insurance, sick leave payments received or any sick leave entitlements or other income replacement entitlement the **Insured Person** may hold;

So that the total amount of such benefit or entitlement together with any benefits payable

under this Section do not exceed the percentage of **Salary** of the **Insured Person** as stated in the **Policy Schedule** against Part B - Weekly Injury Benefits. If the **Insured Person** surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or in part), the total amount of benefits under this **Policy** will reduce by the amount of payment to which the **Insured Person** would have been entitled or had the right to claim. Benefits or entitlements received from other sources after **Weekly Benefits** have been paid under this **Policy** must be refunded by the **Insured Person** to **Us**.

- XIII. if the **Insured Person** is unemployed, **Permanent Total Disablement** shall be defined as disablement which is certified by a **Doctor** as preventing the **Insured Person** from engaging in any gainful employment for which the **Insured Person** is fitted by way of training, education or experience for the remainder of their life;
- XIV. where in relation to a benefit payable under **Events 2, 16, 17 or 18** in the Table of Events **We** disagree with the opinion given by the **Doctor**, **We** reserve the right to (at **Our** expense) have the **Insured Person** for whom the claim for benefits is based examined by a **Doctor** of **Our** choice. If the **Doctor** (authorised by **Us**) provides an opinion which is contrary to that of the initial **Doctor**, **We** will (at **Our** own expense) obtain the opinion of an independent **Doctor**, whose opinion will be the basis for determining the extent of **Permanent Total Disablement, Permanent Partial Disablement, Temporary Total Disablement** and **Temporary Partial Disablement**;

- XV. the amount of any benefit payable for **Events 17 or 18** shall be payable monthly in arrears. Any benefit payable for a period less than a week shall be paid at a rate equal to one-fifth (1/5th) of the weekly benefit for each day during which disability continues. This condition shall not apply to cover provided under Guaranteed Payments referred to under Section 2, – Protect and Assist Additional Benefits;

- XVI. an **Insured Person** suffers a **Bodily Injury** as a result of an **Accident We** will not pay more than 100% of the **Sum Insured** in respect of any one **Insured Person** in connection with the same **Accident**;

- XVII. In respect to each **Insured Person** aged seventy-five (75) years or over and under eighty (80) years;

- a) any benefits payable under **Events 1, 3-16** in the Table of Events will be limited to 20% of the **Sum Insured** stated in the **Policy Schedule** against Section 1 Personal Accident, Part A – Accidental Death and Disablement unless otherwise agreed to by **Us** in writing; and
- b) No benefit will be payable with respect to Section 1 Personal Accident - Part A – **Event 2 - Permanent Total Disablement**

This will not prejudice any entitlement to claim benefits which has arisen before the **Insured Person** has attained the age of seventy-five (75);

XVIII. In respect to each **Insured Person** aged eighty (80) years or over:

- a) any benefits payable under **Events** 1, 3-16 in the Table of Events will be limited to 10% of the **Sum Insured** stated in the **Policy Schedule** against Section 1 Personal Accident Part A – Accidental Death and Disablement unless otherwise agreed to by **Us** in writing; and
- b) No benefit will be payable with respect to Section 1 Personal Accident - Part A – **Event 2 – Permanent Total Disablement**; and
- c) no benefits will be payable under Section 1 Personal Accident, Part B – Weekly Injury Benefit.

This will not prejudice any entitlement to claim benefits which has arisen before the **Insured Person** has attained the age of eighty (80);

XIX. In respect to each **Insured Person** aged **seventeen** (17) years and under:

any benefit payable with respect to Section 1 Personal Accident, Part A – Accidental Death and

Disablement - Event 1 – Accidental Death in the Table of Events will be limited to 20% of the **Sum Insured** stated in the **Policy Schedule**. This will not prejudice any entitlement to claim benefits which has arisen before the **Insured Person** has attained the age of eighteen (18).

- XX. if an **Insured Person** suffers a **Bodily Injury** as a result of an **Accident** and sustained whilst undertaking **Direct Travel We** will not pay more than 20% of the **Sum Insured** stated in the **Policy Schedule** under Section 1 Personal Accident, Part A – Accidental Death and Disablement – Events 1 to 16 in the Table of Events.
- XXI. where an amount is claimed in respect of the same **Insured Person** for more than one (1) benefit under Section 2 – Protect & Assist Additional Benefits of this **Policy** as a result of the same **Accident** the maximum amount payable under this section shall be the amount shown in the **Policy Schedule** against the **Limit of Liability** for each **Insured Person** under Section 2.

XL Insurance Company SE, Australia Branch (ABN 36 083 570
441), trading as Brooklyn Underwriting
Level 28 Angel Place,
123 Pitt Street, Sydney NSW 2000

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UNDERWRITING