



One Underwriting Pty Ltd

Individual Personal Accident & Sickness Insurance

Product Disclosure Statement
(PDS) and Policy Wording

February 2024
Arranged by One Underwriting Pty Ltd
ABN 50 006 767 540 AFSL 236 653

one
UNDERWRITING

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General Advice

Any general advice contained with this PDS, **Policy Wording** or accompanying documents does not take into account **Your** objectives, financial situation or needs. **You** should consider whether any general advice is suitable for **You** and **Your** circumstances. Before **You** make any decision about whether to acquire this Individual Personal Accident and Sickness Insurance, **You** should read the Product Disclosure Statement (PDS) and **Policy Wording** before making **Your** decision.

Product Disclosure Statement (PDS)

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

About Your Insurer

This insurance is issued by Certain Underwriters at Lloyd's.

About the Insurer's Agent

In this PDS and **Policy Wording**, One Underwriting Pty Ltd (ABN: 50 006 767 540 ASF License No. 236 653) is referred to as '**We/Us/Our**'. This **Policy** is arranged by **Us**. In arranging this **Policy**, **We** can issue, vary, renew, and cancel this **Policy** under a binder given to it by Certain Underwriters at Lloyd's who is the **Insurer**. A binder allows **Us** to enter into contracts that are risk insurance products on behalf of the Insurer as insurer. This means that the insurance **Policy** issued to **You** by **Us** is binding on the **Insurer** just as if it had issued the **Policy** itself. **We** will be acting as the agent of the **Insurer**, not as **Your** agent.

About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert Underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress. Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world - building resilience for businesses and local communities and strengthening economic growth around the world.

General Insurance Code of Practice

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

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia.

For further information on the Code please visit www.codeofpractice.com.au.

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

The Purpose of this Product Disclosure Statement (PDS)

This Product Disclosure Statement (PDS) contains important information about the **Policy** to assist **You** in making an informed decision when choosing this insurance:

- decide whether the product will meet **Your** needs; and
- compare this product with any other products **You** may be considering.

Updating this PDS

This PDS was written on the 1st November 2023.

We may need to update the information contained in this PDS when necessary. Should this PDS need to be updated, **We** will provide **You** with a new or supplementary PDS outlining these changes, except in limited circumstances where the information is not something that would be materially adverse from the point of view of a reasonable person deciding whether to acquire this insurance.

Words with Special Meanings

For the purpose of **You** reading this PDS and **Your Policy Wording**, some words have a special meaning for the terms **We** have used, which are provided in the General Definitions section of this **Policy Wording**. Any word or expression to which a special meaning has been given in any part of this **Policy** shall bear this meaning and is shown in bold. Please note words in a singular may be plural and vice versa dependent on the context that cover is provided.

A reference in this **Policy** to any legislation or legislative provision includes any statutory modification or replacement or re-enactment of, and any sub-ordinate legislation issued under, that legislation or legislative provision.

Summary of the Individual Personal Accident Benefits

Death & capital benefits:

If the **Insured** suffers an **Injury** occurring within the **Period of Insurance** that solely results in death or a listed capital condition (Table of Events, Section 1, Part A - Capital Benefits) and that occurs within twelve (12) months of the **Injury**, **We** will pay **You** the applicable benefit for death or the specific listed benefits.

Weekly injury benefit:

If the **Insured** suffers an **Injury** that solely results in the **Insured** becoming temporarily totally disabled and that occurs within twelve (12) months of the **Injury**, **We** will pay **You** the applicable weekly injury benefit payable for the relevant disablement. No payment will be made during **Your Waiting Period**.

If the **Insured** becomes temporarily partially disabled from an **Injury**, **We** will pay **You** the applicable weekly injury benefit payable, less any amount of current earnings as a result of working in a reduced capacity provided the combined amount does not exceed the percentage of the **Insured's Salary**. Please note, if the **Insured** is able to return to work in a reduced capacity but elects not to do so, then the benefit payable will be 30% of the **Insured's Salary**. No payment will be made during **Your Waiting Period**.

Weekly sickness benefit:

If the **Insured** suffers a **Sickness** that solely results in the **Insured** becoming totally disabled and that occurs or manifests within twelve (12) months of the **Sickness**, **We** will pay **You** the applicable weekly sickness benefit payable for the relevant disablement. No payment will be made during **Your Waiting Period**.

If the **Insured** becomes temporarily partially disabled from a **Sickness**, **We** will pay **You** the applicable weekly sickness benefit payable, less any amount of current earnings as a result of working in a reduced capacity provided that the combined amount does not exceed the percentage of the **Insured's Salary**. Please note, if the **Insured** is able to return to work in a reduced capacity but elects not to do so, then the benefit payable will be 30% of the **Insured's Salary**. No payment will be made during **Your Waiting Period**.

Additional Wellbeing:

The following Additional Wellbeing benefits, when applicable, are also payable if the **Insured** suffers an **Injury** or **Sickness** that **We** pay a weekly benefit for:

- Accidental HIV Infection Benefit
- Advanced Payment
- Coma Benefit
- Disappearance
- Escalation of Claim Benefit
- Family Accommodation and Transport Expenses Benefit

- Home and Vehicle Modification Benefit
- Independent Financial Advice Benefit
- Rehabilitation Benefit
- Chauffeur Services
- Exposure

How to Apply for this Individual Personal Accident and Sickness Insurance

In order to apply for this insurance, **You** need to complete an application by contacting **Your** insurance broker who will assist **You** to complete the application. **We** use and rely on the information supplied by **You** to decide whether to accept **Your** application and, if so, what **Premium** to charge and the terms on which cover is provided.

If **We** accept **Your** application, **We** will issue **You** with a certificate of insurance, which sets out the details of cover provided to **You**, the limits that apply, the **Premium** payable and other information including whether any standard terms have been varied by endorsement.

We provide cover on the terms contained in this PDS, **Policy Wording**, **Your** certificate of insurance and any endorsement documentation that forms part of **Your Policy**. These documents should be read together and kept in a safe and readily accessible location for reference.

Cooling-Off Period

You have a 21-day cooling off period starting from the date cover commences, where **You** have the right to return the **Policy** to **Us** and **We** will refund all of the **Premium You** paid. If **You** choose to cancel within the cooling-off period, **You** must advise **Us** in writing or by email and **Your Policy** will be cancelled effective from the start date of the **Policy**. **You** are not entitled to a refund if **You** have made a claim under the **Policy** during the cooling-off period, but **You** still have rights to cancel the **Policy** (see the Cancellation General Provision).

Policy Cost, Payment and Taxation Implications

The **Premium** payable by **You** will be shown in both the insurance quotation and **Your** certificate of insurance. The **Premium** is calculated by taking into consideration a number of risk factors including:

- Occupation;
- Age;
- Activities the person undertakes within working hours as well as outside of working hours where applicable;
- Type and amount of cover;
- Benefit limits, excesses or **Waiting Period** chosen where applicable; and
- Previous five (5) years' worth of claims history.

As an example, variations in the above select risk factors influence **Your Premium** as follows:

Risk Factors	Lowers the Premium	Raises the Premium
Occupation	Clerical, administration (low risk)	Non-clerical, manual work (high risk)
Age	Lower age	Higher age
Type of Cover	Working Hours Only	24/7 Cover (full coverage)
Benefit Limits	Lower limits	Higher limits
Waiting Period/Excess	Longer waiting period	Shorter waiting period
Claims History	Lesser frequency and size of claims	Greater frequency and size of claims

The overall cost of the **Policy** consists of the **Premium**, administration fee(s) and government taxes (Goods & Services Tax (GST) and Stamp Duty), where applicable. Stamp Duty is payable on the **Premium** and GST depending on the location of the risk being insured. A breakdown of the **Premium** and applicable charges will be shown on **Your Policy Schedule**. Depending on **Your** entitlement to claim GST credits under this **Policy**, **We** may reduce the payment of any claim by the amount of any GST credit.

Renewal Procedure

At a minimum of 14 days before this **Policy** expires, **We** will notify **You** whether **We** intend to offer renewal and if so, on what terms. If **We** provide a renewal invitation, **We** will advise **You** of the amount payable to renew this **Policy**. It is important that **You** carefully and thoroughly review the renewal invitation together with the provided PDS, **Policy Wording** and any endorsements and accompanying documentation to ensure that the details are correct, and the renewal terms offered remain relevant and suitable to **Your** needs and requirements.

Your Duty to Take Reasonable Care not to Make a Misrepresentation to an Insurer

Your application for insurance cover will be treated as if **You** are applying for a 'consumer insurance contract'. Before the contract of insurance is entered into, **You** have a legal duty to take reasonable care not to make a misrepresentation to the insurer under the Insurance Contracts Act 1984 (Cth). It is very important that **You** comply with **Your** duty, as this may impact on **Your** insurance cover. A misrepresentation is an

or does not fairly reflect the truth.

When **You** apply for insurance, **We** will ask **You** clear and specific questions that are relevant to **Our** decision to insure **You**. **Your** answers in response to **Our** questions are important as **We** use them to determine whether **We** can provide insurance cover to **You**, and if so, the terms of the policy and the **Premium We** will charge. This means that when answering **Our** questions, **You** should respond fully, honestly and accurately.

The duty to take reasonable care not to make a misrepresentation applies anytime **You** answer **Our** questions as a part of an initial insurance application, when renewing, extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

We may later investigate the answers **You** provide to **Us**, for example, when a claim is made.

Guidance for answering Our questions:

Important: please ensure that You take care when providing Your answers in response to Our questions in relation to Your insurance application. You should respond fully, honestly and accurately. If You do not, it may affect Your insurance cover. When answering Our questions, please:

- Think carefully about **Your** responses. If **You** do not understand the question or require further explanation, please ask **Us**, **Your** broker or advisor before responding;
- Make sure **Your** responses are truthful, accurate and complete answers to every question that **We** ask **You**;
- Provide **Us** with all relevant information in response to **Our** questions. If **You** are unsure what information to include, please include it or check with **Us**, **Your** broker or advisor;
- Do not assume that **We** will contact anyone else for the information **We** are asking **You** for;
- Review each answer **You** have provided on **Your** insurance application carefully and make any corrections (if necessary) before submitting it to **Us**. **You** are responsible for the answers that **You** provide **Us**, even if **You** have had help in preparing **Your** application, for example from **Your** broker, intermediary, advisor or someone else.

Before **Your** insurance cover starts, please tell **Us** of any changes that may be required to the answers **You** have given to **Our** questions. This may save time as any changes may require further investigation or assessment of the risk.

If, after **Your** insurance cover starts, **You** think **You** may not have complied with **Your** duty, please contact **Us**, **Your** broker or advisor immediately and **We** will let **You** know whether it has any impact on **Your** cover.

We may contact **You** after **You** have submitted **Your** application to clarify or collect any information that **You** may not have included. The information **You** provide may be recorded and used by **Us** in assessing **Your** application. **Your** duty to take reasonable care not to make a misrepresentation applies to all types of communication with **Us**, including written, electronic, online, when speaking with **Us** in person or on the telephone, or a mix of these.

If You do not comply with Your duty

If **You** do not take reasonable care not to make a misrepresentation, it may have serious consequences for **Your** insurance. If **You** have failed to comply with **Your** duty, **We** have certain rights, which may depend on what **Your** insurance offer may have been had **You** not made a misrepresentation, and whether or not the misrepresentation was fraudulent. **We** have different actions available to **Us**, for example, **We** may do one of the following:

- Avoid **Your** insurance cover. This means that **Your** insurance contract and cover will be treated as if it never existed;
- Change the amount of **Your** cover, for example the level of cover may be reduced;
- Change the terms of **Your** insurance contract, for example certain events may be excluded from being covered.

This may mean an insurance claim may not be paid, or the amount or benefit paid may be reduced, or premiums increased.

If **We** suspect that **You** may have breached **Your** duty to take reasonable care not to make a misrepresentation, and before **We** exercise any of the actions available to **Us**, **We** will:

- Explain **Our** reasons why **We** believe **You** have breached **Your** duty; and
- Provide **You** with an opportunity to respond and provide **Us** with further information.

If **We** decide to make changes to **Your** cover, **We** will notify **You** of **Our** decision and provide **You** with the review process and complaints procedure to follow if **You** disagree with **Our** decision.

If You need help

It is very important that **You** understand this information, the questions that **We** ask **You** and **Your** duty. If **You** are having difficulty for any reason, such as a disability, English language, or require further support such as a support person **You** trust, please contact **Us** so that **We** may tell **You** how **We** may assist in providing the additional support.

If **You** have any questions, please contact **Us**, **Your** broker or advisor.

Privacy

We are bound by the obligations of the Privacy Act 1988. This sets out basic standards relating to the collection, use, storage and disclosure of personal information and how:

- **We** protect **Your** personal information;
- **You** may access **Your** personal information;
- **You** may correct **Your** personal information held by **Us**;
- **You** may complain about a breach of the Privacy Principles or Registered Privacy Code and how **We** will deal with such a complaint.

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

We may also use **Your** personal information to help to develop and identify products and services that may interest **You**, conduct market or customer satisfaction research, develop, establish and administer alliances and other arrangements with external organisations in relation to the promotion, administration and use of **Our** respective products and services. **You** can choose not to receive this information from **Us** or the Insurer (including product or service offerings from **Us**, or on behalf of **Our** affiliates and business partners) or related bodies by contacting **Our** Privacy Officer on 1300 000 663.

We may disclose **Your** personal information to third parties who assist **Us** in providing the above services. These parties (which include **Our** related entities, distributors, agents, insurers (including reinsurers) and service providers) will only use the personal information for the purposes **We** provided it to them for (unless otherwise required by law). In addition, **We** may also disclose personal information to third parties such as **Our** contractors, agents and service providers when **We** outsource certain functions, including market research and claims handling. This would also include **Our** third-party storage providers whom **We** may use from time to time to store information physically or electronically. **Our** affiliates and third parties may be based locally, or they may be overseas where **We** have a presence or engage such parties, including but not limited to the United States of America, United Kingdom, European Union, Singapore, India and the Philippines.

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

- **You** have the authority from them to do so and it is as if they provided it to **Us**;

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

Further information about Our Privacy Policies are available at:

- For Certain Underwriters at Lloyd's:
[Lloyd's Australia Privacy Notice_Final \(lloyds.com\)](https://oneunderwriting.com.au/privacy)
- or by contacting Lloyd's on (02) 8298 0783.

For One Underwriting Pty Ltd:

<https://oneunderwriting.com.au/privacy>

Or by contacting One Underwriting Pty Ltd on 1300 000 663.

If **You** have a complaint about a breach of **Your** privacy, wish to withhold **Your** consent (opt out) of providing consent to any of the uses of **Your** information mentioned above including receiving additional offers of products or services from **Us**, or have any other query relating to a Privacy Policy, contact **Our** Privacy Officer on 1300 000 663.

Privacy Notice – One Underwriting

One Underwriting have always valued the privacy of personal information. When One Underwriting ('**We**') collect, use, disclose or handle personal information, **We** will be bound by the Privacy Act 1988 (Cth) (the 'Act').

This Notice is effective from February 2023.

Why do We collect Your personal information?

We collect personal information to offer, provide, manage and administer the many financial services and products **We** and **Our** group of companies are involved in. These include insurance broking and claims management, risk management consulting, and other forms of insurance services including underwriting of insurance products. **We** may also collect personal information for the purpose of conducting analytics processes, to be able to develop and identify products and services that may interest **You**, to conduct market or customer satisfaction research or to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of **Our** respective products and services.

We may collect information about **You** because **We** are required or authorised by law to collect it. There are laws and regulations that affect the provision of **Our** many services and products (as more fully described in the One Underwriting Privacy Statement) and require **Us** to collect certain personal information. These laws may include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), the Corporations Act 2001 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Insurance Contracts Act 1984 (Cth).

How do We collect Your personal information?

We will generally collect information directly from **You** or **Your** agents, unless impracticable or unreasonable to do so. **We** may collect it from third parties such as **Our** affiliates or employers, claims administrators, insurance companies, insurance brokers or agents, credit organisations, motor vehicle and driver licensing authorities, financial institutions, medical professionals, third parties who may be arranging insurance cover for a group that **You** are a part of, law enforcement, dispute resolution, statutory and regulatory bodies, marketing lists and industry databases, publicly available sources, etc.

We may also collect personal information from **You** through the use of cookies when you visit **Our** websites. Cookies are commonly used to make websites work more efficiently, to enrich the user experience, and to serve advertisements based on past visits to the website. **We** make use of them for those purposes. To prevent these activities, **You** need to adjust the settings on **Your** browser to refuse all cookies.

Upon **Your** request, **We** will take reasonable steps to let **You** know how **We** have sourced **Your** personal information, unless it is obvious from the circumstances that **You** would know or would reasonably expect **Us** to have the information (such as where **We** are dealing with **Your** advisor/s).

When **You** give **Us** personal information about other individuals, **We** rely on **You** to make them aware that **You** will or may provide their personal information to **Us**, the types of third parties **We** may provide it to, the relevant purposes **We** and those third parties will use it for, and how they can access it. If it is sensitive information, **We** rely on **You** to have obtained their consent on these matters. If **You** have not done either of these things, **You** must tell **Us** before **You** provide the relevant information.

What can happen if You don't provide Us with Your information?

If **You** do not provide the information **We** request, **We** or those involved with the provision of the service or product may not be able to provide the appropriate type or level of service or product.

To whom can We disclose Your personal information?

We disclose personal information to third parties who **We** believe are necessary to assist **Us** in providing the relevant services and products to **Our** clients or to enable them to offer their products and services to **You**. For instance, **We** disclose personal information to the relevant product provider and their representatives, **Our** agents and contractors and related companies. **We** may also disclose **Your** personal information to other parts of the Aon Group, both in Australia and overseas, for other purposes, such as analytics.

Disclosure may also be made to any government, law enforcement, dispute resolution, statutory or regulatory bodies in any country, or as required by a country's laws. In addition to **Our** affiliates, **We** may disclose personal information to third parties such as contractors, agents,

suppliers and service providers. These affiliates, members of the Aon Group and third parties may be based locally or they may be overseas, including but not limited to the United States of America, the United Kingdom, Ireland, India, Singapore and the Philippines. In circumstances where **Your** personal information is disclosed overseas, **We** will generally take reasonable steps to ensure that **We** have arrangements in place with such parties that prevent them from using or disclosing personal information for any purposes other than **Our** own. However, by providing **Your** personal information to **Us**, **You** acknowledge that **We** may not always be able to guarantee that overseas parties are subject to requirements similar to those contained in the Privacy Act and consent to the disclosure on that basis.

If **You** would like further information about whether **Your** information will be disclosed to overseas recipients, please contact the Privacy Officer at: oneunderwriting@oneunderwriting.com.au.

How can I access and correct my personal information or resolve my privacy issues?

If **You** wish to seek access to or correct the personal information **We** collected or disclosed about **You**, please telephone or email **Your** One Underwriting representative. The One Underwriting Privacy Statement contains details about how to make a complaint about a breach of the Act and how **We** deal with complaints.

If **You** would like a copy of the One Underwriting Privacy Statement, please telephone or email **Your** One Underwriting representative to request a copy, or **You** can access this at **Our** website's privacy section. <https://www.oneunderwriting.com.au/privacy>

You can choose not to receive product and service offerings from **Us** (including product or service offerings from **Us** on behalf of **Our** affiliates and business partners) or related bodies, by contacting **Our** Privacy Officer at oneunderwriting@oneunderwriting.com.au or **Your** One Underwriting representative.

Our contact details

The contact details for One Underwriting Australian head office are as follows:

Address: Level 50, 80 Collins Street, Melbourne VIC 3000
Switchboard: +61 3 9211 3700

Intermediary Remuneration

We pay remuneration to insurance intermediaries when **We** issue, renew or vary a **Policy** the intermediary has arranged or referred to **Us**. The type and amount of remuneration varies and may include commission and other payments.

Information about the remuneration that **We** may pay insurance intermediaries may be obtained by requesting it from the intermediary or **Your** insurance broker.

How to Contact Us

Enquiries of a general nature should be addressed to One Underwriting and should be sent to:

One Underwriting Pty Ltd

Level 50, 80 Collins Street
Melbourne VIC 3004

Telephone: 1300 000 663

Email: oneunderwriting@oneunderwriting.com.au

CLAIMS: All enquiries specific to making a claim, notice of an event which is likely to give rise to a claim, please refer to the section below, How to Make a Claim.

COMPLAINTS: Any complaint relating to this Policy, please contact Your broker contact in the first instance and refer to the section below, How to Make a Complaint.

How to Make a Claim

You or any person entitled to claim under this **Policy** must give **Us** or **Our** authorised agent written notice of any event which is likely to give rise to a claim as soon as reasonably practicable and within thirty (30) days.

Please send the notice to:

Proclaim

Telephone: +61 (0) 2 9287 1302

Fax: 1300 858 329

Email: ahclaims@proclaim.com.au

Post: Locked Bag 32012, Collins Street East VIC 8003

Once notified of **Your** claim, Proclaim will provide **You** with all the necessary claim forms. **You** must complete these forms in full and return to Proclaim along with all other information and documentation that is relevant to **Your** claim in order to ensure a quick and efficient claims assessment. These include and are not limited to any invoices, medical certificates, **Doctor** reports, and employer reports. A failure to provide relevant information could delay processing of **Your** claim.

Any payments will be made in Australian Dollars (AUD) unless otherwise shown in the **Policy Schedule**.

Any costs involved in obtaining or collecting required or supporting information for the claim form part of **Your** responsibility and is not claimable.

Dependent on the specific circumstances of the claim, an excess or a **Waiting Period** may be applicable:

- i. Excess: amount payable by **You** when a claim is made (per claim, per **Event**)
- ii. **Waiting Period:** a consecutive number of days during which no benefits are payable (shown in the **Policy Schedule** under each applicable benefit).

Any claim paid in respect of the Weekly Injury Benefit or Weekly Sickness Benefit is subject to personal income tax. Where **We**

are required to do so, **We** will withhold personal income tax amounts from claim payments **We** make and forward these amounts to the Australian Taxation Office on behalf of **You** or the **Insured** and a summary of amounts withheld will be specified on claims payment letters. **We** cannot provide taxation advice and **You** should consult an authorised tax advisor if there are any questions that relate to **Your** particular circumstances.

How to Make a Complaint

Lloyd's aim is to provide the highest service to its Australian policyholders and, to this end, has developed the following procedures for the fair handling of complaints from Lloyd's policyholders including **Insured** persons under this **Policy**. There are established procedures for dealing with complaints and disputes regarding **Your** insurance or claim.

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

Attention: Complaints Officer

One Underwriting Pty Ltd
Level 50, 80 Collins Street
Melbourne VIC 3004

Telephone: 1300 000 663

Email: oneunderwriting@oneunderwriting.com.au

We will acknowledge receipt of **Your** complaint and do **Our** utmost to resolve the complaint to **Your** satisfaction within 10 business days.

If **We** cannot resolve **Your** complaint to **Your** satisfaction, **We** will escalate **Your** matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team.

The Lloyd's Australia contact details are:

Lloyd's Australia Limited

Telephone: +61 (0)2 8298 0783

Email: ldraustralia@lloyds.com

Post: Suite 1603 Level 16,
1 Macquarie Place
SYDNEY NSW 2000

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

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

AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 MELBOURNE VIC 3001

Website: www.afca.org.au

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

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

The Underwriters accepting this Insurance agree that:

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

Lloyd's Underwriters' General Representative in Australia Suite 1603 Level 16 1 Macquarie Place SYDNEY NSW 2000

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

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

In the event of a claim arising under this Insurance, notice should be provided as soon as reasonably practicable and within thirty (30) days, and be given to:

Proclaim

Telephone: +61 (0) 2 9287 1302

Fax: 1300 858 329

Email: ahclaims@proclaim.com.au

Post: Locked Bag 32012, Collins Street East VIC 8003

Policy Wording

General Definitions

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

If it is consistent with the context of any clause or term(s) in this **Policy**, the singular includes the plural and vice versa.

Accident

shall mean a sudden, violent, external and identifiable event that happens by chance that could not have reasonably been expected from the perspective of the **Insured**.

Accidental Death

shall mean death occurring as a result of an **Injury**.

Aggregate Limit of Liability

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

Civil War

shall mean a state of armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups, including armed rebellion, revolution, sedition or insurrection.

Complete Fracture

shall mean a fracture in which the bone is broken completely across, and no connection is left between the pieces.

Doctor

shall mean a person legally qualified and registered to practice medicine under the laws of the country in which they practice, other than **You**, the **Insured**, the **Insured's** relatives, **Your** directors or **Employees**.

Effective Date of Cover

shall mean the commencement of the **Period of Insurance** stated in the **Policy Schedule**.

Employee

shall mean any person in **Your** service including, but not limited to, directors (executive and non-executive), board members, consultants, contractors, sub-contractors and/or self-employed persons undertaking work on **Your** behalf.

Events(s)

shall mean the Event(s) described in the relevant Table of Events in this **Policy Wording** which result from an **Injury** or a **Sickness** of the **Insured**.

Fingers, Thumbs or Toes

shall mean the digits of a **Hand** or **Foot**.

Fixed Expenses

shall mean regular monthly expenses (excluding **Salary**) incurred as part of the **Insured's** business transactions that have been continuously incurred for a period of no less than six (6) months or over such shorter period the **Insured** has been operating as a self-employed person.

Foot

shall mean the entire foot below the ankle.

Hand

shall mean the entire hand below the wrist.

Hairline Fracture

shall mean mere cracks in the bone.

Injury

shall mean a bodily injury resulting from an **Accident** which occurs independently of any illness or any other cause, where the injury and **Accident** both occur during the **Period of Insurance**.

Injury includes illness or disease directly resulting from medical or surgical treatment rendered necessary by any injury, but does not include a **Sickness** or any **Pre-existing Medical Condition**.

Insured

shall mean a person specified on the **Policy Schedule** as the Insured and with respect to whom a **Premium** has been paid or agreed to be paid by **You**. They are a person that is legally entitled to claim under the **Policy** by reason of the relevant provisions of the Insurance Contracts Act 1984 (Cth) and on no other basis. An Insured person is not a contracting party to the **Policy** with **Us**. **Our** agreement is entered into with **You**.

Insurer

shall mean Certain Underwriters at Lloyd's

Limb(s)

shall mean the entire limb between the shoulder and wrist or between the hip and ankle.

Loss

shall mean in connection with:

- a. a **Limb**, **Permanent** physical severance or **Permanent** total loss of the use of the **Limb**;
- b. **Hands, Feet** and digits, **Permanent** physical severance or **Permanent** total loss of use of the **Hand, Foot, Fingers, Thumbs** or **Toes**;
- c. an eye, total and **Permanent** loss of all sight in the eye;
- d. hearing, total and **Permanent** loss of hearing;
- e. speech, total and **Permanent** loss of the ability to speak,

and which in each case is caused by an **Injury**.

Monthly Business Expenses

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

Other Fracture

shall mean any fracture other than a **Complete Fracture**, **Hairline Fracture** or **Simple Fracture**.

Paraplegia

shall mean the **Permanent** loss of use of both legs and the **Permanent** loss of use of the whole of or part of the lower half of the body.

Period of Insurance

shall mean the period stated on the **Policy Schedule** or such shorter time if the **Policy** is terminated and for which cover applies under the **Policy**.

Permanent

shall mean having lasted, or based on medical evidence will last, twelve (12) consecutive months from the date of the **Injury** and at the expiry of that time, is in the opinion of a **Doctor**, unlikely to materially improve.

Permanent Total Disablement

shall mean in the opinion of a **Doctor**, the **Insured** is entirely and continuously unable to engage in, perform or attend to any business or occupation for which they are reasonably

qualified by reason of training, education or experience, and the **Insured's** disability is **Permanent**.

Policy

shall mean this Product Disclosure Statement (PDS) and **Policy Wording**, the **Policy Schedule** and any other documents such as endorsements that **We** may issue to **You** and **We** advise will form part of the **Policy**.

Policy Schedule

shall mean the schedule issued by **Us** and attaching to and forming part of the **Policy** or any subsequently substituted schedule.

Policy Wording

shall mean this document.

Pre-existing Medical Condition

shall mean any medical or dental condition, for which in the twelve (12) months prior to the **Insured** being covered under this **Policy**, the **Insured**;

- a. had an emergency department visit, was hospitalised or had a day surgery procedure;
- b. underwent investigation and is awaiting diagnosis and/or test results;
- c. required prescribed medication from a Doctor;

and such medical or dental condition remains uncured and/or in respect of which there is a reasonable prospect of recurrence.

- d. in the three (3) months prior to the **Insured** being covered under this **Policy**, is exhibiting symptoms which would cause a reasonable person in the circumstances to consider they might have an underlying condition and to seek the advice of a Doctor.

Premium

shall mean the Premium as shown on the **Policy Schedule** that is payable by **You** in respect of this **Policy**.

Professional Sport

shall mean any sport for which the **Insured** receives more than 15% of their annual income from all sources derived from fees or monetary reward as a result of their participation.

Quadriplegia

shall mean the **Permanent** loss of use of both arms and both legs.

Salary

shall mean in the case of the **Insured** being:

- a. a salaried **Employee** (not otherwise described below), their weekly pre-tax and pre-personal deductions income (excluding commission, bonuses, overtime payments and any allowances) averaged during the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** or during such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the **Employee's** total remuneration package, they will be included as part of the **Employee's** weekly pre-tax income; or
- b. an **Employee** who is remunerated by way of salary package or total employment cost, their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions (but excluding bonuses, commissions, overtime payments), averaged during the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** or during such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis, they will be included as part of the **Employee's** weekly pre-tax income; or
- c. self-employed, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with deriving that income, averaged during the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** or during such shorter period as they have been self-employed.

Sickness

shall mean any illness, disease or syndrome suffered by the **Insured**, and which manifests itself during the **Period of Insurance**.

Simple Fracture

shall mean a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a **Doctor** requires minimal and uncomplicated medical treatment.

Spouse/Partner

shall mean the **Insured's** husband or wife and includes a def-facto and/or life partner living with them.

Temporary Partial Disablement

shall mean that in the opinion of a **Doctor**, the **Insured** is temporarily unable to engage in a substantial part of their usual occupation or business duties, and while they are under the regular care of and acting in accordance with the instructions and/or advice of a **Doctor**.

Temporary Total Disablement

shall mean that in the opinion of a **Doctor**, the **Insured** person is temporarily unable to engage in their usual occupation or business duties, and while they are under the care of and acting in accordance with the instructions and/or advice of a **Doctor**.

Terrorism

shall mean any act, including, but not limited to, the use of force or violence, committed by any persons acting on behalf of or in connection with any organisation, creating serious violence against a person or serious damage to property or a serious risk to the health or safety of the public, undertaken to influence a government or civilian populace for the purpose of advancing a political, religious or ideological cause.

Tooth/Teeth

shall mean a sound and natural permanent tooth, but does not include first or milk teeth, dentures or implants.

Waiting Period

shall mean the period of time specified on the **Policy Schedule** following an **Event** giving rise to a claim during which no Benefits are payable by **Us** in relation to Section 1 - Part B or Part C (Weekly Benefits).

War

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

We/Our/Us

shall mean Certain Underwriters at Lloyds acting through their agent as One Underwriting Pty Ltd (ABN: 50 006 767 540, AFS Licence Number 236653).

You/Your

shall mean the named individual or entity listed in the **Policy Schedule** with whom **We** have entered into and is the contracting party to this **Policy**.

Section 1 – Personal Accident and Sickness

Personal Accident

If the **Insured** suffers an **Injury**, **We** will pay **You** or the **Insured's** executors or administrator the corresponding benefit amount for that **Event** in accordance with the Table of Events shown under Parts A, B, C, D and/or E. However, the **Event** arising from an **Accident**, must occur within twelve (12) months of the **Accident** giving rise to the **Injury**.

Sickness

If, during the **Period of Insurance**, an **Insured** suffers a **Sickness**, **We** will pay the corresponding benefit amounts for that **Event** in accordance with the Table of Events shown under Part C – Sickness Benefits.

Table of Events

Part A – Lump Sum Benefits

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

Events	Benefits
	Being a percentage of the amount shown on the Policy Schedule under Part A – Lump Sum Benefits
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Permanent and incurable paralysis of all Limbs	100%
5. Permanent total Loss of sight of one (1) or both eyes	100%
6. Permanent total Loss of use of one (1) or more Limbs	100%
7. Permanent and incurable insanity	100%
8. Permanent total Loss of use of lens of:	
a. both eyes	100%
b. one (1) eye	60%
9. Permanent total Loss of hearing of:	
a. both ears	100%
b. one (1) ear	30%
10. Burns:	
a. third degree burns and/or resultant disfigurement which covers more than twenty (20) percent of the entire external body	50%
b. second degree burns and/or resultant disfigurement which covers more than twenty (20) percent of the entire external body	25%

Events	Benefits
	Being a percentage of the amount shown on the Policy Schedule under Part A – Lump Sum Benefits
11. Permanent total Loss of use of four (4) Fingers and Thumb of either Hand	80%
12. Permanent total Loss of use of four (4) Fingers of either Hand	50%
13. Permanent total Loss of use of the Thumb of either Hand ;	
a. both joints	40%
b. one (1) joint	20%
14. Permanent total Loss of use of Fingers of either Hand ;	
a. three (3) joints	20%
b. two (2) joints	15%
c. one (1) joint	10%
15. Permanent total Loss of use of Toes of either Foot ;	
a. All – one Foot	15%
b. great – both joints	5%
c. great – one joint	3%
d. other than great Toe – each Toe	1%
16. Fractured leg or patella with established non-union	10%
17. Loss of at least fifty (50) percent of all Teeth .	1% per Tooth or 3% of the sum insured (whichever is the greater) but up to a maximum of \$10,000 in total
18. Shortening of leg by at least five (5) centimetres	10%

Events	Benefits
	Being a percentage of the amount shown on the Policy Schedule under Part A – Lump Sum Benefits
19. Permanent partial disablement not otherwise provided for under Events 2 – 18 inclusive.	Such percentage of the Lump Sum Benefit amount which corresponds to the percentage reduction in whole bodily function as certified by the Insured's treating Doctor and a Doctor appointed by Us . If the Doctor appointed by Us forms a contrary opinion to that of the Insured's treating Doctor , We will seek the opinion of a third, independent Doctor who will be appointed by mutual agreement between You and Us . In the event of a disagreement between all three (3) Doctors , the percentage reduction in whole bodily function will be the average of the three (3) opinions. The maximum amount We will pay is seventy-five percent (75%) of the Lump Sum Benefit insured.

Part B – Injury Benefits

Injury Resulting in Surgery

Cover for an **Event** under this Part applies only if:

- an amount is shown on the **Policy Schedule** against Part B – Injury Resulting in Surgery; and
- the surgery is undertaken outside of Australia; and
- the surgical procedure is carried out within twelve (12) months of the date of the **Injury**.

Events	Benefits
	Being a percentage of the amount shown on the Policy Schedule under Part B – Injury Resulting in Surgery
20. Craniotomy	100%
21. Amputation of a Limb	100%
22. Fracture of a Limb requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general anaesthetic	15%

Weekly Injury Benefits

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

Events	Benefits
25. Temporary Total Disablement	From the date Temporary Total Disablement as a result of an Injury commences and whilst the Temporary Total Disablement persists and after the Waiting Period , We will pay up to the weekly benefit amount shown on the Policy Schedule against Part B – Weekly Injury Benefits, but not exceeding the Insured's Salary .
26. Temporary Partial Disablement	From the date Temporary Partial Disablement as a result of an Injury commences and whilst the Temporary Partial Disablement persists and after the Waiting Period , We will pay up to the weekly benefit amount shown on the Policy Schedule against Part B – Weekly Injury Benefits, less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the percentage of the Insured's Salary shown on the Policy Schedule . If the Insured is able to return to work in a reduced capacity but elects not to do so, then the benefit payable will be thirty percent (30%) of their Salary .

Part C –Sickness Benefits

Sickness Resulting in Surgery

Cover for an **Event** under this Part applies only if:

- a. an amount is shown on the **Policy Schedule** against Part C – Sickness Resulting in Surgery; and
- b. the surgery is undertaken outside of Australia; and
- c. the surgical procedure is carried out within twelve (12) months of the date of the **Sickness**.

Events	Benefit Amount
	Being a percentage of the amount shown on the Policy Schedule under Part C – Sickness Resulting in Surgery
27. Open heart surgical procedure	100%
28. Brain surgery	100%
29. Abdominal surgery carried out under general anaesthetic	50%
30. Any other surgical procedure carried out under a general anaesthetic	15%

Weekly Benefits – Sickness

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

Events	Benefits
31. Temporary Total Disablement	From the date Temporary Total Disablement as a result of a Sickness commences and whilst the Temporary Total Disablement persists and after the Waiting Period , We will pay up to the weekly benefit amount shown on the Policy Schedule against Part C – Weekly Sickness Benefits, but not exceeding the Insured's Salary .
32. Temporary Partial Disablement	From the date Temporary Partial Disablement as a result of a Sickness commences and whilst the Temporary Partial Disablement persists and after the Waiting Period , We will pay up to the weekly benefit amount shown on the Policy Schedule against Part C – Weekly Sickness Benefits, less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the percentage of the Insured's Salary shown on the Policy Schedule . If the Insured is able to return to work in a reduced capacity but elects not to do so, then the benefit payable will be thirty percent (30%) of their Salary .

Part D – Fractured Bones (Lump Sum Benefits)

Cover for an **Event** under this Part applies only if an amount is shown on the **Policy Schedule** against Part D – Fractured Bones (Lump Sum Benefits).

The maximum benefit payable for any one (1) **Injury** resulting in fractured bones shall be the amount shown on the **Policy Schedule** against Part D – Fractured Bones (Lump Sum Benefits).

In the case of an established non-union of any of the below fractures, notwithstanding the maximum benefit payable amount, **We** will pay an additional benefit of five percent (5%) of the amount shown on the **Policy Schedule** against Part D – Fractured Bones (Lump Sum Benefits) or three thousand dollars (\$3,000), whichever is the greater.

The Events	Benefit Amount
	Being a percentage of the amount shown on the Policy Schedule under Part D – Fractured Bones (Lump Sum Benefits)
33. Complete Fracture of neck, spine or skull	100%
34. Hip	75%
35. Complete Fracture or Other Fracture of jaw, pelvis, leg, ankle or knee	50%
36. Cheekbone, shoulder or Hairline Fracture, Simple Fracture or Other Fracture of neck, skull or spine	40%
37. Complete Fracture or Other Fracture of arm, elbow, wrist or ribs (per rib)	30%
38. Simple Fracture of jaw, pelvis, leg, ankle or knee	25%
39. Nose or collarbone	25%
40. Simple Fracture or Hairline Fracture of arm, elbow, wrist or ribs (per rib)	25%
41. Finger (per Finger), Thumb (per Thumb), Foot, Hand or Toe (per Toe)	10%

Part E – Loss of Teeth or Dental Procedures (Lump Sum Benefits)

Cover for an **Event** under this Part applies only if an amount is shown on the **Policy Schedule** against Part E – Loss of Teeth or Dental Procedures (Lump Sum Benefits).

The maximum benefit payable for any one (1) **Injury** resulting in loss of **Teeth** or dental procedures shall be the amount shown on the **Policy Schedule** against Part E – Loss of Teeth or Dental Procedures (Lump Sum Benefits).

A sub-limit per **Tooth** applies and will be the amount shown in the **Policy Schedule** against Part E – Loss of Teeth or Dental Procedures (Lump Sum Benefits).

The Events	Benefit Amount
	Being a percentage of the amount shown on the Policy Schedule under Part E – Loss of Teeth or Dental Procedures (Lump Sum Benefits)
42. Loss of Teeth or full capping of Teeth	100%
43. Loss of Teeth or full capping of Teeth	50%

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

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

Event	Benefit
44. Temporary Total Disablement (payable only in addition to Events 25 and/or 31)	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, the Monthly Business Expenses benefit shown on the Policy Schedule against Part F – Monthly Business Expenses.

Section 2 – Additional Wellbeing

2.1. Accidental HIV Infection Benefit

If, during the **Period of Insurance**, the **Insured** accidentally contracts the Human Immunodeficiency Virus (HIV) Infection as a direct result of;

1. **Injury** caused by a violent and/or physical bodily assault by another person on the **Insured** during the **Period of Insurance**; or
2. receiving medical treatment provided by a registered and legally qualified **Doctor** or registered nurse for the **Insured's Injury** or **Sickness**.

We will pay **You** the amount stated on the **Policy Schedule** under Section 2, Additional Wellbeing – Accidental HIV Infection Benefit, provided that;

1. there is a positive diagnosis within one hundred and eighty (180) days of the event giving rise to the HIV infection;
2. any event leading to or is likely to lead to a positive diagnosis of HIV is reported to **Us** and medical tests are carried out by a registered and legally qualified **Doctor** no more than forty-eight (48) hours from the date and time of the event giving rise to the HIV infection in order to establish that the **Insured** was not already HIV positive; and
3. a recognised laboratory carries out medical and clinical tests that conclusively prove that the **Insured** was not already HIV positive at the time and date of the event giving rise to the HIV infection.

No benefit will be payable if **You** fail to reasonably comply with or provide the required level of proof.

2.2. Advanced Payment

If, the **Insured** suffers an **Injury** or **Sickness** for which benefits are payable for Events 25 or 31, and notwithstanding General Condition 7, **We** will immediately pay thirteen (13) weeks benefit, provided that **We** are presented with medical evidence from a **Doctor** certifying that the total period of **Temporary Total Disablement** is likely to be a minimum of twenty-six (26) weeks.

2.3. Coma Benefit

If the **Insured** suffers an **Injury** which directly causes or results in a continuous unconscious state and **You** or the **Insured's** legal representative presents **Us** with a written opinion of a **Doctor** that verifies that the **Injury** caused the **Insured** to be in such a continuous unconscious state, **We** will pay to **You** or the **Insured's** legal representative on **Your**

behalf, the daily amount shown on the **Policy Schedule** against Section 2, Additional Wellbeing – Coma Benefit, or part thereof of continuous unconsciousness, up to a maximum period of ninety (90) days.

2.4. Disappearance

If, the **Insured's** body is not found within twelve (12) months after the disappearance in any manner whatsoever, then **Accidental Death** will be presumed in the absence of any evidence to the contrary.

Where the **Accidental Death** benefit in the Table of Events (Event 1) is payable because of disappearance, **We** will only pay that benefit if the legal representatives of the **Insured's** estate:

1. reports the disappearance to the local police and obtain a written report; and
2. if reasonably possible:
 - i. where the cause of the disappearance is unknown, provide a death certificate from the relevant authority, within twelve (12) months of the disappearance; or
 - ii. where a death certificate cannot be obtained, provided evidence that the **Insured's** disappearance was reported to the police, or coroner, or other relevant authority; and
 - iii. give **Us** a signed undertaking by the beneficiary that if the **Insured** is subsequently found alive, such **Accidental Death** benefit amount paid will be refunded to **Us** upon **Our** written request.

2.5. Escalation of Claim Benefit

After payment of a benefit for Events 25 and/or 26, Events 31 and/or 32, or Event 44, continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by 5% per annum.

2.6. Family Accommodation and Transport Expenses Benefit

If, If the **Insured** suffers an **Injury** for which a benefit is paid for Events 2 to 10 which results in them being admitted as an in-patient to a hospital and the **Insured's** family incurs expenses to travel to and remain with the **Insured** for the duration of the **Insured's** stay as an in-patient, **We** will pay up to the amount shown on the **Policy Schedule** against Section 2, Additional Wellbeing

– Family Accommodation and Transport Expenses Benefit.

2.7. Home and Vehicle Modification Benefit

If the **Insured** suffers an **Injury** for which a benefit is paid for Events 2 or 3, **We** will pay for costs incurred by the **Insured** to modify their principal home (including but not limited to the installation of ramps for external or internal wheelchair access, internal guide rails, emergency alert system and similar disability aids) and/or personal motor vehicle, or costs associated with relocating them to a more suitable home, up to the amount shown on the **Policy Schedule** against Section 2, Additional Wellbeing – Modification Benefit, provided that medical evidence is presented to **Us** from a **Doctor** certifying the modification and/or relocation is necessary for the activities of daily living (such as driving, washing, cooking, bathing, dressing).

2.8. Independent Financial Advice

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

2.9. Rehabilitation Benefit

On the occurrence of Events 25 and/or 26 or Events 31 and/or 32, for which benefits are payable, **We** will pay for tuition or advice given to the **Insured** from a licensed vocational school, provided such tuition or advice is undertaken with **Our** prior written agreement (such agreement shall not be unreasonably withheld or denied) and is confirmed by the **Insured's Doctor** as being medically necessary.

The maximum amount **We** will pay under this benefit is shown on the **Policy Schedule** against Section 2, Additional Wellbeing – Rehabilitation Benefit.

2.10. Chauffeur Services

If the **Insured** suffers an **Injury** or **Sickness** for which benefits are payable under Events 25 and/or 26 or Events 31 and/or 32, **We** will pay for a chauffeur, taxi or commercial ride sharing service to transport the **Insured** directly to and from:

1. their usual place of work or usual place of residence if they recover sufficiently to return to work but a **Doctor** certifies that they are unable to drive a vehicle or travel on public transport; and/or
2. any medical appointment for the treatment of their **Temporary Partial Disablement** or **Temporary Total Disablement**.

The maximum amount **We** will pay under this benefit is shown on the **Policy Schedule** against Section 2, Additional

Wellbeing – Chauffeur Services.

2.11. Exposure

Where the **Insured** is exposed to the elements as a result of an **Accident** and suffers from any of the **Events** stated in the Table of Events as a direct result of that exposure within twelve (12) months of the **Accident**, the **Insured** will be deemed for the purposes of this **Policy** to have suffered an **Injury** on the date of the **Accident**.

General Conditions

1. If the **Insured** suffers an **Injury** resulting in any one (1) of Events 2 to 7, 8(a) and 9(a), no further benefits will be payable under Section 1, Part A – Lump Sum Benefits for any subsequent **Injury** to the **Insured** during the **Period of Insurance**.
2. Benefits shall not be payable for more than one (1) of Events 1 to 19 in respect of the same **Injury** however, **We** will pay the **Event** with the highest benefit amount.
3. Weekly Benefits shall not be payable:
 - a. in excess of the maximum benefit period, as specified on the **Policy Schedule**, in respect to any one (1) **Injury** or **Sickness**;
 - b. during the **Waiting Period**;
 - c. beyond the date of the **Insured's** death;
 - d. for more than one (1) of Events 25 and/ or 26 or Events 31 and/or 32, or Event 44, that occur during the same period of time in respect of any one (1) **Insured**;
 - e. if **You** fail to provide **Us** with all requested information and other evidence reasonably required to assess **Your** claim; or
 - f. during any period where the **Insured** unreasonably fails to follow the advice of or undertake the recommended treatment by a **Doctor** for the current disability.
4. Where, in relation to benefits payable for Events 2, 20, 21, 22, 23, or 33, **We** do not agree with the opinion given by the initial **Doctor**, **We** may require the **Insured** to be examined by a **Doctor** of **Our** choice. The costs associated with this examination will be met by **Us**, however if the **Insured** unreasonably fails to attend the examination, this may result in suspension or cessation of benefit payments. If the **Doctor** chosen by **Us** forms a contrary opinion to that of the initial **Doctor**, **We** will obtain the opinion of an independent **Doctor** that is mutually agreed upon by **You** and **Us**. Both parties agree to be bound by the opinion of the third independent **Doctor**.
5. If the **Insured** suffers a recurrence of **Temporary Partial Disablement** or **Temporary Total Disablement** from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior disablement. A new **Waiting Period** will not apply, and the total benefit period shall not exceed the maximum benefit period, as specified on the **Policy Schedule**, inclusive of the benefit already received. If the **Insured** has worked on a full-time basis for at least six (6) consecutive months, the subsequent period of disablement shall be deemed to have resulted from a new **Injury** or **Sickness** and a new **Waiting Period** and a new maximum benefit period as specified on the **Policy Schedule** shall apply. Where an **Injury** or **Sickness** requires surgical treatment which cannot be performed within the twelve (12) months from the date of the **Accident**, and provided that a **Doctor** certifies that such treatment was known as necessary during that twelve (12) month period, **We** will treat this twelve (12) month period as a continuation of the first **Injury** or **Sickness** regardless of whether the **Insured** has been able to return to work for six (6) months, provided that surgery does not occur in a period in excess of twenty four (24) months from the original date of the **Accident**.
6. The amount of any benefit payable for **Temporary Partial Disablement** and **Temporary Total Disablement** will be reduced by the amount of any:
 - a. periodic compensation benefits payable under any workers' compensation or accident compensation scheme; and
 - b. sick pay received or at the direction of **You**, sick leave entitlement, or any disability entitlement,so that the total amount of any such benefit or entitlement and any benefits payable under the **Policy** shall not exceed the percentage of the **Insured's Salary** shown on the **Policy Schedule**.
7. Subject to Clause 2.2 Advanced Payment referred to under Section 2, Additional Wellbeing, Weekly Benefits shall be payable fortnightly in arrears. **We** will pay benefits for a disability which compensation for a period of less than one (1) week will be paid at the rate of one-fifth (1/5th) of the weekly benefit for each day during which the **Insured's** disability continues.
8. All benefits shall be payable to **You** or such person(s) and in such proportions as **You** nominate, unless otherwise stated in the **Policy**.
9. Should a benefit be payable under this **Policy** that is also payable under any other **Policy** issued by **Us**, the benefit will only be payable under one (1) **Policy**, which shall be the **Policy** with the highest benefit amount.
10. It is a condition of this **Policy**, and **You** agree, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of

such claim or provision of such benefit by **Us** would expose **Us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.

Such suspension shall continue until such time as **We** would no longer be exposed to any such sanction, prohibition or restriction.

General Exclusions

We will not be liable to pay benefits for **Injury** or **Sickness** which;

1. Results from the **Insured** engaging in or taking part in;
 - a. flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers or where the **Insured** believes on reasonable grounds is licensed to carry passengers; or
 - b. training for or participating in **Professional Sport** of any kind unless **We** have been advised and agree to provide coverage.
2. Results from any deliberate self-inflicted harm or injury, suicide or any illegal or criminal act committed by **You** or the **Insured**, provided that this exclusion shall not apply where **You** or the **Insured** are not the perpetrator of such act, or did not know or condone any such act;
3. Would result in **Us** contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), or the National Health Act 1953 (Cth), or any subsequent amendment to, consolidation of, or re-enactment of those Acts;
4. In relation to Part B - Weekly Injury Benefits, Part C - Weekly Sickness Benefits, or Part E – Monthly Business Expenses – (Self Employed Persons Only), occurs when the **Insured** is seventy-five (75) years of age or over, unless otherwise agreed to by **Us**. This will not prejudice any entitlement to claim benefits for an **Event** which has arisen before the **Insured** has attained the age of seventy-five (75) years;
5. In relation to all other benefits, occurs when the **Insured** is aged eighty-five (85) years or more. This will not prejudice any entitlement to claim benefits for an **Event** which has arisen before the **Insured** has attained the age of eighty-five (85) years;

6. In relation to any claim for Events 25 and/ or 26 or Events 31 and/or 32 which results from childbirth or pregnancy, except for any unexpected and unforeseen medical complications or emergencies arising therefrom;
7. Results from **War, Civil War**, invasion, act of foreign enemy, rebellion, revolution, insurrection or military, usurped power or **Terrorism**, provided that this exclusion shall not apply where the **Injury** or **Sickness** is sustained as a result of hijacking, riot, strike, or civil commotion;
Results from a **Pre-existing Medical Condition**;
8. are covered by Medicare in whole or in part;
9. **We** will not pay any benefits for bodily **Injury** or **Sickness** arising from the use, or inability to use, any application, software or programme in connection with any electronic device (for example a computer, laptop, smartphone, tablet or internet-capable electronic device) that is caused by a deliberate, unauthorised, malicious or criminal act.

General Provisions

Aggregate Limit of Liability

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

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

Alteration of Risk

You must advise **Us** as soon as reasonably practicable of any alteration of **Your** occupation or business activities which increases the risk of a claim being made under the **Policy** for **Injury** or **Sickness**. Examples of material changes to be advised include, but are not limited to, a change to **Your** activities from office-based to field-based, or the diversification of **Your** service offering. If **We** choose to accept this change, **We** will do so in writing and if applicable advise **You** of any special conditions that may apply, and **You** must pay **Us** any additional **Premium** that **We** may reasonable require.

The **Policy** may be cancelled by:

- a. **You** if there is a change and both **We** and **You** cannot reach an agreement on any altered terms and conditions or **Premium**; or
- b. **Us** if **We** are no longer prepared to insure **You** because there has been a material change to the risk.

Assistance and Co-operation

You and the **Insured** shall co-operate with **Us** and upon **Our** reasonable request, assist in making settlements, in the conduct of proceedings and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to **You** because of bodily **Injury** or damage with respect to which insurance is afforded under the **Policy**. In that regard, **You** and the **Insured** shall make every reasonable and practicable effort to attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. **You** or the **Insured** shall not, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of **Accident**, as doing so may prejudice **Our** rights and reduce the cover available under this **Policy**.

Breach of Conditions

If **You** or the **Insured** breach any of the conditions or provisions of the **Policy**, **We** may decline to pay a claim to **You** or the **Insured** who is in breach, or reduce the amount **We** pay, if the claim is substantially related to the breach, and to the extent permitted by law.

Cancellation

You may cancel this **Policy** at any time by notifying **Your** insurance broker in writing. The cancellation will take effect from 4:00pm (AEST) on the day **We** receive **Your** written notice of cancellation, or such time as may be otherwise agreed.

We may cancel the **Policy** for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth), including where there has been non-payment of the **Premium**, by issuing a notice thirty (30) days in advance writing in accordance with Section 59 of the Insurance Contracts Act 1984 (Cth).

If the **Policy** is cancelled by either **You** or **Us**, **We** will retain a pro-rata proportion of the annual **Premium** for the time **You** have been on risk, and **You** shall receive a refund of any balance of the **Premium** actually paid.

We will not refund any **Premium** if **We** have paid a claim or benefit under the **Policy**.

Claim Offset

Except for Part A – Lump Sum Benefits, this **Policy** does not cover any **Injury** or **Sickness** which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. Notwithstanding the General Exclusion 9, **We** will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source, and the amount which **You** or the **Insured** would be otherwise entitled to recover under the **Policy**, where permissible by law.

Currency

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

Cyber Risks Inclusion Endorsement

Notwithstanding General Exclusion 11, any benefits for bodily **Injury** or **Sickness** due to:

1. the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
2. any computer virus;
3. any computer related hoax relating to 1 and/or 2 above

are payable, subject to terms, conditions, limitations and exclusions of this **Policy**.

Due Diligence

You or the **Insured** must exercise due diligence and take all reasonable steps to avoid, prevent or minimise any loss, damage, **Injury**, **Sickness** or liability under this **Policy**.

If **You** or the **Insured** fail to take all reasonable steps to avoid, prevent or minimise any loss under the **Policy**, **We** may reduce the amount **We** pay for a claim by an amount that fairly represents the extent to which **Our** interests are prejudiced by the failure, but only where the failure could reasonably be regarded as being capable of causing or contributing to **You** or the **Insured's** loss.

Headings

Headings have been included for ease of reference and it is understood and agreed that the terms, conditions and exclusions of the **Policy** are not to be construed or interpreted by reference to such headings.

Notice of Claim

You, the **Insured** or any person entitled to claim under this **Policy** must give **Us** or **Our** authorised agent written notice of any event which is likely to give rise to a claim, as soon as is reasonably practicable. If **You** delay in advising **Us**, **We** may reduce the amount **We** pay for a claim by an amount that fairly represents the extent to which **Our** interests are prejudiced by the delay, but only where the delay could reasonably be regarded as being capable of causing or contributing to **Your** loss.

You, the **Insured** or other persons covered by the **Policy** will be required, at their expense, to provide **Us** such certificates, information and other documentation as **We** may reasonably require for the purpose of settling a claim. **We** may at **Our**

own expense have **You**, the **Insured** or other persons covered by the **Policy** who is subject of a claim under the **Policy**, medically examined from time to time, so long as the frequency is not unreasonable in the circumstances.

Please send the notice to:

Proclaim

Telephone: +61 (0) 2 9287 1302

Fax: 1300 858 329

Email: ahclaims@proclaim.com.au

Post: Locked Bag 32012, Collins Street East VIC 8003

Other Insurance

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

Law and Jurisdiction

Any dispute arising from or under this **Policy** will be governed by the laws of the Commonwealth of Australia and the appropriate State or Territory where the **Policy** was issued. **We** and **You** agree to submit to the jurisdiction of all Australian Courts in relation to all matters arising under this **Policy**.

Several Liability Notice

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

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

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

Subrogation

When **We** pay any amount under this **Policy**, **We** shall be subrogated to all rights of **You**, the **Insured** or any other persons covered by the **Policy** to recover that amount paid against any person or entity other than **You**, the **Insured** or other persons covered by the **Policy**. **You**, the **Insured** or any other persons covered by the **Policy** must agree to execute and deliver any certificates, information and other documentation as **We** may reasonably require and do whatever else is necessary to enable **Us** to secure such rights, provided it is in **Your** power to provide. Neither **You**, the **Insured** or other persons covered by the **Policy** shall knowingly take any action after **We** have paid any amount which will prejudice **Our** rights to subrogation.

Sydney

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Sydney NSW 2000

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Sydney NSW 2001

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fax 02 9253 7001

Brisbane

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175 Eagle Street
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Melbourne VIC 3001

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fax 03 9211 3500

oneunderwriting.com.au

One Underwriting's global network and expertise allows us to deliver responsive and innovative risk solutions so you can focus on growing your business.

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