



Lifestyle Assurance Package

Product Disclosure Statement (PDS) and Policy Wording

Individual



This document contains two parts:

- **Product Disclosure Statement (PDS) Important information** – contains general information about YOUR Personal Accident and Sickness policy; and
- The Personal Accident and Sickness **Policy Wording** – contains terms and conditions of YOUR insurance policy.

Please read this PDS before applying for insurance.

If WE accept YOUR application for insurance, YOU will receive a **Policy Schedule** that sets out details of the insurance YOU have taken out.

If YOU need more information about this document or have a general enquiry, please contact US.

Canopy Insurance Pty Ltd

E: info@canopyinsurance.com.au

P: Locked Bag 3111, RHODES NSW 2138

T: 1300 001 134



Important Information

Canopy Insurance Pty Limited (Canopy)

ABN: 28 664 242 406

as a corporate Authorised Representative (AR No. 1301345) of Windsor Income Protection Pty Limited (WIP)

ACN: 147 905 888 ABN: 56 104 714 171 AFS Licence No: 400598

About This Product Disclosure Statement

This PDS is designed to help YOU understand the insurance cover and to provide YOU with sufficient information to enable YOU to make an informed choice about whether to buy this insurance. It sets out some important information about the coverage, including its features, benefits and costs. Please read this PDS and the policy wording which forms part of this PDS carefully.

Preparation Date of this PDS: 1 September 2023

About The Insurer

The Insurers have given Canopy as a corporate Authorised representative of WIP, the authority to act on their behalf (not THE INSURED's) to arrange, enter into, bind, vary and cancel the Policy, as well as handle and settle any claims under it, as if it were the Insurers.

This document and the Policy Schedule are issued by Canopy as a corporate Authorised Representative of WIP under a binding arrangement on behalf of Certain Underwriters at Lloyd's.

In this document references to "We", "Us" and "Our" mean the Insurer.

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 capital. Please note words in a singular may be plural and vice versa dependent on the context that cover is provided.

Summary of the Individual Personal Accident Benefits

If YOU suffer an INJURY occurring within the PERIOD OF INSURANCE that solely results in a listed EVENT (Table of Events, Part A – Lump Sum Benefits, and that occurs within twelve (12) consecutive months of the INJURY, WE will pay YOU the applicable benefit for that specific listed capita condition.

Income Protection Injury Benefit:

If YOU suffer an INJURY occurring within the PERIOD OF INSURANCE that solely results in YOU becoming temporarily totally disabled (for the total consecutive days exceeding YOUR WAITING PERIOD) and that occurs within twelve (12) consecutive months of the INJURY, WE will pay YOU the applicable weekly benefit payable for the relevant disablement.

Income Protection Sickness Benefit:

If YOU suffer a SICKNESS occurring within the PERIOD OF INSURANCE that solely results in YOU becoming totally disabled (for consecutive days exceeding YOUR WAITING PERIOD) and that occurs within twelve (12) consecutive months of the SICKNESS, WE will pay YOU the applicable weekly benefit payable for the relevant disablement.

Injury resulting in Fractured Bones

If YOU suffer an INJURY resulting in Fractured Bones occurring within the PERIOD OF INSURANCE that results in a listed EVENT Table of Events, Part D – INJURY resulting in Fractured Bones, and that occurs within twelve (12) consecutive months of the INJURY, WE will pay YOU the applicable benefit for that specific listed capita condition.

The maximum benefit payable for any one (1) INJURY resulting in fractured bones shall be the amount shown on the POLICY SCHEDULE against Part D – INJURY resulting in Fractured Bones.

In the case of an established non-union of any of the listed fractures, WE will pay an additional benefit of five (5) % of the amount shown on the POLICY SCHEDULE against Part D – INJURY Resulting in Fractured Bones or three thousand dollars (\$3,000), whichever is the greater.

Additional Benefits:

Additional benefits are also payable if YOU suffer an INJURY or SICKNESS that WE pay a weekly benefit for, which include the following if selected and/ or when applicable:

- Advanced Payment
- Disappearance
- Escalation of Claim Benefit
- Exposure Cover
- Family Cover
- HIV and Hepatitis Cover
- Home and Vehicle Modification Benefit
- Rehabilitation and Return to Work Assistance
- Re-imbursment of Professional or Membership Fees
- Transport to and from Work Benefit
- Financial Planning Benefit

Critical Sickness Extension

If YOU suffer or are diagnosed from any of the medical events described under this Section 3 WE will pay the lump sum benefit specified in the POLICY SCHEDULE provided that YOU survive a period in excess of thirty (30) days from the date of diagnosis or surgery

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 information supplied by YOU to decide whether to accept YOUR application and, if so, 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.

Our Contract with the Insured

This Policy is a contract of insurance between YOU and US and contains all the details of the cover that WE provide. The Policy consists of:

- the Policy Schedule;
- this PDS and Policy Wording;
- any applicable Supplementary PDS ('SPDS') WE issue that varies it;
- any other document WE tell YOU forms part of the Policy which may vary or modify the above documents.



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

General Advice

Any general advice contained within the policy wording, PDS or accompanying documents does not consider YOUR personal situation, financial objectives, or needs.

Your duty to take reasonable care not make a misrepresentation to the 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. YOU have the same duty to take reasonable care not to make a misrepresentation and to disclose those matters to US before YOU renew, extend, vary or reinstate a contract of insurance.

A misrepresentation is an answer or statement that is not true, only partially true, 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 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 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 adviser;
- 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 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, 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 additional support.

If YOU have any questions, please contact US, YOUR broker or advisor.

Privacy

WE are committed to protecting YOUR privacy and comply with The Privacy Act 1988 (Cth) and the Australian Privacy Principles, which sets out standards for the collection and management of personal information. With YOUR consent, WE will only use the information YOU provide to US in relation to the insurance services WE provide.

Further information can be found within the Policy Wording and OUR Privacy Policy is available upon request or accessed on OUR website www.canopyinsurance.com.au

General Insurance Code of Practice

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

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

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



Claims

THE INSURED or any person entitled to claim under this Policy must give n2n Claims Solutions written notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

Please advise notice of any claim to:

n2n Claims Solutions,

E: info@n2nclaims.com.au

T: 1800 999 626

P: Locked Bag 3111, Rhodes NSW 2138

Income Tax

Generally, if YOU are entitled to receive weekly Benefits for lost Salary or wages under an income protection, SICKNESS or ACCIDENT insurance policy or workers' compensation scheme, the PREMIUM YOU pay may be tax deductible. Premiums may also be tax deductible if YOU have taken out YOUR Policy for a revenue purpose.

Generally, if YOU receive weekly Benefits as noted above, these Benefits may be assessable to YOU and subject to tax at YOUR marginal income tax rate. However, lump sum amounts that YOU receive are generally not taxable provided certain conditions are met.

Pay As YOU Go Withholding Taxes ('PAYG') may be withheld from any payments to YOU deemed to be taxable income in YOUR hands.

Complaints Procedures

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. There are established procedures for dealing with complaints and disputes regarding YOUR insurance or claim and are set out below:

Any complaint relating to this Policy, or a claim should be addressed to US in the first instance. Please send to:

Policy Complaints

Canopy, Locked Bag 3111 RHODES NSW 2138

T: +61 (0)2 9191 1999

E: complaints@canopyinsurance.com.au

Claims Complaints

n2n Claims Solutions, Locked Bag 3111 RHODES NSW 2138

T: 1800 999 626

E: complaints@n2nclaims.com.au

WE will acknowledge receipt of YOUR complaint within 1 business day 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. Lloyd's contact details are:

Lloyd's Australia Limited

E: ldraustralia@lloyds.com

P: (02) 8298 0783

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:

T: 1800 931 678

E: info@afca.org.au

GPO Box 3 Melbourne VIC 3001

W: www.afca.org.au



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 can seek independent legal advice. YOU can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

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

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

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

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

Jurisdiction

This Policy shall be interpreted in accordance with the laws of Australia and shall be subject to determination by any court of competent jurisdiction within Australia.

The Cost of the Policy and Paying for the Insurance

Premium

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

The Premium payable by YOU will be shown in the Policy Schedule. The Premium is calculated taking into consideration a number of risk factors including

- YOUR occupation;
- YOUR age;
- Activities YOU undertake within working hours as well as outside of working hours where applicable;
- Benefit limits and excesses chosen where applicable; and
- Previous five (5) years worth of claims history where applicable

The overall cost of the policy consists of the Premium, administration fee (s) and government taxes (Goods and Services tax (GST), levies 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 the Schedule.

Non – Payment of Premium

If YOU fail to pay the Premium by the due date or if the payment method is dishonoured and therefore, WE have not received the payment by the due date, WE will have the right to cancel the Policy. Unless WE tell the YOU, any payment reminder WE send does not change the expiry of the cover or the due date of the PREMIUM.

Goods and Services Tax (GST)

The PREMIUM includes an amount for GST.

Our liability to indemnify YOU under the Policy is calculated less any Input Tax Credit to which YOU are entitled for any relevant Acquisition, or to which YOU would have been entitled had YOU made a relevant Acquisition. YOU must inform US of the extent to which YOU are entitled to an Input Tax Credit for that GST, and any GST liability arising from YOUR provision of incorrect advice is payable by You.



GST, Input Tax Credit and Acquisition have the meaning given to those words in A New Tax System (Goods and Services Tax) Act 1999.

Cooling Off Period

YOU have the right to return the policy to US within 14 days of the date that the cover is inception. If YOU return the Policy during the cooling-off period, WE will refund YOU all of the PREMIUM YOU pay for insurance under the Policy, less any non-refundable government charges and taxes that WE have paid. To do this YOU must advise US in writing. YOU will not receive a refund if YOU have made a claim under the Policy during the cooling-off period.

Other Costs, Fees and Charges

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

Administration Fee – Is the cost of preparing and distributing YOUR Policy, it is noted in the Certificate of Insurance and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling-off period.

Premium Refund – If YOU choose to cancel YOUR Policy, WE will retain a portion of PREMIUM which relates to the period for which YOU have been insured. WE will refund the residual for the unexpired period with the exception of the administration fee and any non-refundable government taxes and charges, provided no event has occurred where liability arises under the Policy.

Commissions – Canopy may receive a commission payment from US when the Policy is issued, varied or renewed. Canopy may pay commission to other parties involved in the referral of this business. If the Policy is cancelled this commission payment may not be refundable. For details of the relevant commission paid, please contact YOUR insurance broker.

Renewal Procedure

At a minimum of 14 days before this Policy expires, WE will provide a renewal invitation advising 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.



Lifestyle Assurance Package
Policy Wording



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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 be capital letters.

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 occurs during the PERIOD OF INSURANCE and which results solely, directly and independently of any other cause in an INJURY that is unforeseen by YOU.
Accidental Death	shall mean YOUR death as a result of an ACCIDENT.
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.
Benefit(s)	shall mean Table of Event benefits as set out 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, insurrection, civil unrest, coup d'état and the consequences of martial law.
Complete Fracture	shall mean a fracture in which the bone is broken completely across, and no connection is left between the pieces.
Dependent Children	shall mean an INSURED's Spouse/Partner's unmarried dependent children (including step or legally adopted children) as long as they are under nineteen (19) years of age, or under twenty five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, primarily dependent on the Insured for maintenance and support. It also means the Insured's Spouse/Partner's unmarried dependent children including step or legally adopted children over nineteen years (19) of age who are physically or mentally incapable of self-support.
Doctor	shall mean a person legally qualified and registered to practice medicine in Australia and who is a person other than YOU, YOUR relatives, business partners, shareholders or employees. Chiropractors, physiotherapists and alternative therapy providers are not regarded as a DOCTOR.
Domestic Duties	shall mean the usual and ordinary duties undertaken by someone as a homemaker and could include child-minding and home help services.
Effective Date of Cover	shall mean the commencement of the PERIOD OF INSURANCE stated in the POLICY SCHEDULE
Event(s)	shall mean the EVENT(s) described in the relevant Table of Events in this POLICY WORDING.
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 YOUR business transactions that have been continuously incurred for a period of no less

	than six (6) months or over such shorter period YOU have been operating as a self-employed person.
Foot	shall mean the entire FOOT below the ankle.
Funeral	Death as a result of an ACCIDENT WE will reimburse you the reasonable expenses incurred for YOUR burial or cremation or the cost of returning YOUR body or ashes to a place nominated by YOUR SPOUSE / PARTNER or YOUR legal representative.
Hairline Fracture	shall mean the mere cracks in the bone
Hand	shall mean the HAND below the wrist
Injury	shall mean a bodily INJURY resulting from an ACCIDENT This includes <ul style="list-style-type: none"> i) SICKNESS directly resulting from medical or surgical treatment rendered necessary by the ACCIDENT; and ii) may include an INJURY caused by YOU being directly and unavoidably exposed to the elements as a result of an ACCIDENT. This does not include <ul style="list-style-type: none"> i) SICKNESS directly resulting or a condition ordinarily described as SICKNESS, Illness or disease. ii) An aggravation of a pre - existing INJURY, existing before the start of the PERIOD OF INSURANCE during which cover is provided under the POLICY Any degenerative or congenital or other condition which does not result solely and directly from an ACCIDENT.
Insured	shall mean the person specified on the POLICY SCHEDULE as the INSURED.
Limb(s)	Shall mean the entire LIMB between the shoulder and wrist or between the hip and ankle
Loss	shall mean in connection with: <ul style="list-style-type: none"> (a) a LIMB, PERMANENT physical severance or PERMANENT total loss of the use of the LIMB; (b) an eye, total and PERMANENT loss of all sight in the eye; (c) hearing, total and PERMANENT loss of hearing; and which in each case is caused by an INJURY.
Other Fracture	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.
Permanent	shall mean having lasted twelve (12) consecutive months and at the expiry of that time being in the opinion of a DOCTOR beyond hope of improvement.
Permanent Total Disablement	shall mean total disablement which is PERMANENT and is as a result of an ACCIDENT and which entirely prevents YOU forever from engaging in any business, profession, occupation or employment for which YOU are reasonably qualified by training, education or experience, and which lasts twelve (12) consecutive months and at the end of that PERIOD is beyond hope of improvement

Policy Schedule	means the POLICY SCHEDULE attaching to and forming part of the POLICY or any subsequently substituted POLICY SCHEDULE which incorporates YOUR details and the scope of coverage provided by the POLICY.
Policy Wording	shall mean this document.
Pre-existing Medical Condition	shall mean any SICKNESS, disability or other condition, including any symptoms which, <ul style="list-style-type: none"> (a) YOU are aware or a reasonable person in the circumstance would be expected to have been aware; or (b) which YOU have sought or received medical attention, undergone tests or taken prescribed medication; in the twelve (12) months prior to them being covered under this POLICY.
Premium	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 YOU receive any fee or monetary reward as a result of YOUR participation.
Quadriplegia	shall mean total and PERMANENT paralysis of both arms and both legs
Recalculation Benefit	shall mean the difference between the benefit payable under the policy to the INSURED less any payment the INSURED receives as described under clause Subrogation/Offset (a)
Salary	shall mean the average weekly pre-tax income derived from personal exertion during the period of twelve (12) months immediately preceding the date of TEMPORARY TOTAL DISABLEMENT OR TEMPORARY PARTIAL DISABLEMENT or during such shorter period as YOU have been employed (or self-employed) in YOUR occupation at the time the disability occurred; subject to: <ul style="list-style-type: none"> (a) YOU being an Employee remunerated by wages or SALARY, where income includes any allowances that are payable to YOU as part of YOUR remuneration, whether in addition to YOUR wage or SALARY or not, but does not include any bonuses, commissions, overtime payments or other allowances before any SALARY sacrifice deductions. (b) in the case that YOU are self-employed, income is net of business costs and expenses incurred in deriving that income.
Sickness	shall mean any illness, disease or syndrome suffered by YOU which is not a PRE-EXISTING Medical Condition, and which manifests itself during the PERIOD OF INSURANCE and which results in TEMPORARY TOTAL DISABLEMENT OR TEMPORARY PARTIAL DISABLEMENT within twelve (12) months after manifesting itself.
Simple Fracture	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 YOUR husband or wife living with YOU or any person of either sex living in a defacto marital relationship with YOU.
Temporary Partial Disablement	shall mean that in the opinion of a DOCTOR, YOU are temporarily unable to engage in a substantial part of YOUR usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a DOCTOR.

Temporary Total Disablement	means that in the opinion of a DOCTOR, YOU are temporarily unable to engage in YOUR usual occupation, and while 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 violence against a person or damage to property or a 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.
Underwriter(s)	shall mean Certain Underwriters at Lloyd's
Waiting Period	shall mean the period specified on the POLICY SCHEDULE during which no benefits are payable by US in relation to Section 1 Part B or Part C (Income Protection 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 the UNDERWRITERS.
You/Your	shall mean the INSURED

Section 1 – Personal Accident

Personal Accident

If, during the PERIOD OF INSURANCE, an INSURED suffers an ACCIDENT which directly results in an INJURY WE will pay YOU or YOUR Executors or Administrators the benefit amount in accordance with the Table of EVENTS shown under Parts A, B, and/or D, below. However, the EVENT arising from an ACCIDENT must occur within twelve (12) months of the ACCIDENT giving rise to the INJURY.

Sickness

If, during the PERIOD OF INSURANCE, YOU suffer a SICKNESS, WE will pay the corresponding amounts in accordance with the Table of EVENTS shown under Part C, below.

Table of Events

Part A – Lump Sum Benefits

Cover for an EVENT under this Part applies only if an amount for that EVENT is shown on the POLICY SCHEDULE against Part A – Lump Sum Benefits.

Events	Benefit Amount
The following Event(s) must occur within twelve (12) consecutive months of the date of the Accident	Being a percentage of the amount shown on the POLICY SCHEDULE under Part A – Lump Sum Benefits
1(a) ACCIDENTAL DEATH	100%
1(b) Funeral Benefit – ACCIDENTAL DEATH ONLY	10% OF 1(a) to a maximum of \$10,000
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 b. one (1) eye	100% 60%
9 PERMANENT total LOSS of hearing of: a. both ears b. one (1) ear	80% 30%
10 Burns: a. third degree burns and/or resultant disfigurement which covers more than forty (40) percent of the entire external body b. second degree burns and/ or resultant disfigurement which covers more than forty (40) percent of the entire external body	60% 30%

11 PERMANENT total LOSS of use of four (4) FINGERS and THUMB of either HAND	80%
12 PERMANENT total LOSS of use of four (4) FINGERS of either HAND	50%
13 PERMANENT total LOSS of use of the THUMB of either HAND; a. both joints b. one (1) joint	40% 20%
14 PERMANENT total LOSS of use of FINGERS of either HAND a. three (3) joints b. two (2) joints c. one (1) joint	20% 15% 10%
15 PERMANENT total LOSS of use of TOES of either FOOT; a. All – one foot b. Great – both joints c. great – one joint d. other than great Toe – each Toe	15% 5% 3% 1%
16 Fractured leg or patella with established non union	10%
17 LOSS of at least fifty (50) percent of all TEETH.	1% per Tooth (up to a maximum of \$10,000 in total)
18 Shortening of leg by at least five (5) centimetres	10%
19 PERMANENT partial disablement not otherwise provided for under Events 8b) -18	Such percentage of the lump sum amount as WE in OUR absolute discretion shall determine and being in OUR opinion not inconsistent with the benefits provided under Events 8b) to 18.

Part B – Income Protection – INJURY

Cover for an EVENT under this Part applies only if an amount for that EVENT is shown on the POLICY SCHEDULE against Part B – Income Protection - INJURY.

Events
<p>20 TEMPORARY TOTAL DISABLEMENT From the date TEMPORARY TOTAL DISABLEMENT as a result of INJURY commences and whilst the TEMPORARY TOTAL DISABLEMENT persists and after the WAITING PERIOD, WE will pay up to the amount on the POLICY SCHEDULE against Part B – Income Protection – INJURY.</p>
<p>21 TEMPORARY PARTIAL DISABLEMENT From the date TEMPORARY PARTIAL DISABLEMENT as a result of INJURY commences and whilst the TEMPORARY PARTIAL DISABLEMENT persists and after the WAITING PERIOD, WE will pay up to the amount on the POLICY SCHEDULE against Part B – Income Protection – INJURY, less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the amount shown on the POLICY SCHEDULE If YOU are able to return to work in a reduced capacity but elect not to do so then the benefit payable will be 30% of the amount payable for EVENT 20.</p>

Part C – Income Protection – SICKNESS

Cover for an EVENT under this Part applies only if an amount for that EVENT is shown on the POLICY SCHEDULE against Part C – Income Protection - SICKNESS.

Events
<p>22 TEMPORARY TOTAL DISABLEMENT From the date TEMPORARY TOTAL DISABLEMENT as a result of SICKNESS commences and whilst the TEMPORARY TOTAL DISABLEMENT persists and after the WAITING PERIOD, WE will pay up to the amount on the POLICY SCHEDULE against Part C – Income Protection – SICKNESS</p>
<p>23 TEMPORARY PARTIAL DISABLEMENT From the date TEMPORARY PARTIAL DISABLEMENT as a result of SICKNESS commences and whilst the TEMPORARY PARTIAL DISABLEMENT persists and after the WAITING PERIOD, WE will pay up to the amount on the POLICY SCHEDULE against Part C – Income Protection – SICKNESS, less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the amount shown on the POLICY SCHEDULE. If YOU are able to return to work in a reduced capacity but elect not to do so then the benefit payable will be 30% of the amount payable for Event 22</p>

Part D – INJURY resulting in Fractured Bones

Cover for an EVENT under this Part applies only if an amount for that EVENT is shown on the POLICY SCHEDULE against Part D – INJURY resulting in Fractured Bones.

The Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the ACCIDENT	Being a percentage of the amount shown on the POLICY SCHEDULE under Part D – INJURY Resulting in Fractured Bones.
24 COMPLETE FRACTURE of neck, spine or skull	100%
25 COMPLETE FRACTURE of the Hip	75%
26 OTHER FRACTURE of jaw, pelvis, leg, ankle or knee	50%
27 Cheekbone, shoulder or HAIRLINE FRACTURE of neck, skull or spine	40%
28 OTHER FRACTURE of arm, elbow, wrist or ribs (per rib)	30%
29 SIMPLE FRACTURE of jaw, pelvis, leg, ankle or knee	25%
30 COMPLETE FRACTURE of the Nose or collarbone	25%
31 SIMPLE FRACTURE of arm, elbow, wrist or ribs (per rib)	25%
32 COMPLETE FRACTURE of FINGER (per FINGER), THUMB (per THUMB), FOOT, HAND or TOE (per TOE)	10%

The maximum benefit payable for any one (1) INJURY resulting in fractured bones shall be the amount shown on the POLICY SCHEDULE against Part D – INJURY resulting in Fractured Bones.

In the case of an established non-union of any of the above fractures, WE will pay an additional benefit of five (5) % of the amount shown on the POLICY SCHEDULE against Part D – INJURY Resulting in Fractured Bones or three thousand dollars (\$3,000), whichever is the greater.

Section 2 – Additional Wellbeing

2.1 Advanced Payment Benefit

If, YOU sustain an INJURY or SICKNESS for which benefits are payable for Events 20 or 22, WE will immediately pay thirteen (13) weeks benefit, provided that WE are presented with medical evidence from a DOCTOR certifying that the total period of TEMPORARY TOTAL DISABLEMENT will be a minimum of twenty-six (26) weeks.

2.2 Disappearance Cover

If, YOUR body is not found within twelve (12) months after an ACCIDENT involving the conveyance in which YOU were travelling, ACCIDENTAL DEATH will be presumed in the absence of any evidence to the contrary. The ACCIDENTAL DEATH benefit amount set out under Event 1 shall become payable, subject to a signed undertaking by the beneficiary that if YOU are subsequently found alive, such ACCIDENTAL DEATH benefit amount will be refunded to US.

2.3 Escalation of Claim Benefit

After payment of a benefit for Events 20 and/or 21 or Events 22 and/or 23 continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by 5% per annum.

2.4 Exposure Cover

If, during the PERIOD OF INSURANCE, YOU sustain an INJURY through being exposed to the elements and YOU suffer from any of the EVENTS as set out in the Table of EVENTS WE will pay benefits as provided for under General Condition 14.

2.5 Family Cover

If, during the Period of Insurance, an INSURED'S SPOUSE / PARTNER or DEPENDENT CHILDREN is diagnosed with cancer and a DOCTOR certifies that the INSURED or the INSURED'S SPOUSE / PARTNER are unable to carry out Domestic Duties, We will pay the actual and reasonable costs incurred of hiring domestic help up to a maximum of \$300 per week for 26 weeks provided that the domestic help is not carried out by an INSURED'S close relative nor a person permanently residing with the Insured Person

2.6 HIV and Hepatitis Cover

If, during the PERIOD OF INSURANCE, YOU accidentally contract the Human Immunodeficiency Virus (HIV) Infection or Hepatitis B & C;

1. as a direct result of INJURY caused by a violent and physical bodily assault by another person on YOU during the PERIOD OF INSURANCE; or
2. as a direct result of receiving medical treatment provided by a registered and legally qualified DOCTOR or registered nurse for YOUR INJURY or SICKNESS suffered during the PERIOD of INSURANCE;

WE will pay YOU the amount stated on the POLICY SCHEDULE under Personal Wellbeing – Accidental HIV Infection Benefit, provided that;

1. there is a positive diagnosis within one hundred and eighty (180) days of the EVENT giving rise to the HIV infection;
2. any EVENT leading to or likely to lead to a positive diagnosis of HIV is reported to US and medical tests are carried out by a registered and legally qualified DOCTOR no more than forty-eight (48) hours from the date and time of the EVENT giving rise to the HIV infection; and

3. a recognised laboratory carries out medical and clinical tests that conclusively prove the YOU were not HIV positive at the time and date of the EVENT giving rise to the HIV infection. No benefit will be payable if YOU fail to comply with or provide the required level of proof.

2.7 Home and Vehicle Modification Benefit

If, during the PERIOD OF INSURANCE YOU sustain an INJURY for which a benefit is paid for EVENTS 2 or 3, WE will pay for costs necessarily incurred to modify YOUR 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 YOU to a more suitable home, up to the amount shown of \$10,000.

2.8 Rehabilitation and Return to Work Assistance

On the occurrence of Events 20 and/or 21 or Events 22 and/or 23, for which benefits are payable, WE will pay for participation in a return to work program, retraining program or rehabilitation program, provided such tuition or advice is undertaken with OUR prior written agreement and is confirmed by your DOCTOR as being necessary. The maximum amount WE will pay under this benefit is up to \$5,000.

2.9 Re-imbursment of Professional or Membership Fees

If, during the PERIOD OF INSURANCE, YOU suffer an INJURY or SICKNESS which results in benefits being payable under;

- (a) Events 2 to 8.a); or
- (b) Events 20 and or 22

And where YOU will no longer derive any benefit from membership of a professional association, union, industry body or similar organisation directly related to YOUR employment, WE will reimburse YOU, on a pro rata basis from the date of INJURY or SICKNESS for a maximum of two (2) memberships, upon receipt of actual tax invoices to a maximum amount of two hundred and fifty dollars (\$250) per membership.

2.10 Transport to and from Work benefit

On the occurrence of Events 21 or 23, for which benefits are payable, provided that medical evidence is presented from a Doctor certifying that YOU are unable to operate a motor vehicle or travel on other available modes of public transport, WE will refund upon receipt of tax invoices, reasonable actual transport costs to a maximum of twenty five dollars (\$25) per day for a maximum period of twelve (12) weeks. Transportation assistance must be provided by a licensed public transportation provider, such as taxi, bus, train, tram, ferry operator or the like. The provider of the transportation cannot be someone who is either related to, or lives with YOU.

2.11 Financial Planning benefit

Where an approved claim for mental health condition and/or serious medical conditions has been estimated to / or does exceed 26 weeks, the Insured Person may be offered the service of a WIP approved Financial Planning Provider.

The advice provided from this service must be aimed at assisting the Insured Persons wellbeing to improve their financial position through informed financial decisions.

- a. The maximum amount payable by using respect of assistance is \$3,500.
- b. WIP is to be provided with proof that the service was provided, via a signed statement from both the Insured Person and the Financial Planning Provider.
- c. The Insured Person is only entitled to claim this benefit once.

Section3 – Critical Sickness

Should YOU during the PERIOD OF INSURANCE be diagnosed as suffering from any of the Medical Events shown below; or is proven to have undergone the types of surgery, WE will pay the Critical Sickness Cover Limit specified in the POLICY SCHEDULE. Provided that YOU survive a period in excess of 30 days from the date of diagnosis or surgery.

Medical Events

- a) **Angioplasty:** The undergoing of angioplasty to correct 70% obstruction of two or more arteries; or to correct stenotic heart valve disease. Any claim must be supported by documentation from an appropriate consultant holding such an appointment at a major hospital and include pre- and post-procedure angiograms, and the disease must be considered uncontrollable by non-invasive medical therapy. The procedures of balloon angioplasty or balloon valvuloplasty, excimer laser, rot ablation, stents and directional atherectomy are specifically included.
- b) **Aorta Surgery:** Undergoing surgery for disease of the aorta needing excision and surgical replacement of a portion of the diseased aorta with a graft. For this definition, aorta means the thoracic and abdominal aorta but not its branches.
- c) **Benign Brain Tumour:** A non-malignant tumour in the brain resulting in permanent deficit to the neurological system. Tumours or lesions in the pituitary gland are not covered.
- d) **Cancer:** A malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term cancer includes Leukaemia and Hodgkin's disease but the following cancers are excluded:
 - All tumours which are histologically described as pre-malignant, as non-invasive or as cancer in situ.
 - All forms of lymphoma in the presence of any Human Immunodeficiency Virus.
 - Kaposi's Sarcoma in the presence of any Human Immunodeficiency Virus and any skin cancer other than malignant melanoma.
- e) **Coronary Artery By-Pass Surgery:** The undergoing of open heart surgery on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts but excluding balloon angioplasty, laser relief or any other procedures.
- f) **Heart Attack:** The death of a portion of the heart muscle as a result of inadequate blood supply as evidenced by an episode of typical chest pain, new electrocardiograph changes and by the elevation of cardiac enzymes. The evidence must be consistent with the diagnosis of heart attack.
- g) **Heart Valve replacement or repair:** Undergoing open heart surgery from medical necessity to replace or repair one or more heart valves.
- h) **Kidney Failure:** End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis or renal transplant is initiated.
- i) **Major Organ Transplant:** The actual undergoing as a recipient of, or inclusion on an official hospital waiting list for, a transplant of a heart, liver, lung, pancreas or bone marrow.
- j) **Multiple Sclerosis:** A definite diagnosis by a Consultant Neurologist of Multiple Sclerosis which satisfies all of the following criteria:
 - There must be current impairment of motor or sensory function, which must have persisted for a continuous period of at least six months.
 - The diagnosis must be confirmed by diagnostic techniques current at the time of the claim.



- k) Stroke:** A cerebrovascular incident resulting in permanent neurological damage. Included herein shall be infarction of brain tissue, intracranial and/or subarachnoid haemorrhage and embolisation from an extracranial source. Transient Ischaemic Attacks are specifically excluded.

In the event of a claim

Diagnosis means Diagnosis by a DOCTOR, supported by clinical radiological, histological and laboratory evidence, acceptable to US.

WE shall compensate YOU only once in respect of any one EVENT.

Exclusions (applicable to this section of the policy only)

Unless otherwise stated in the POLICY SCHEDULE, benefits will not be payable if a claim results directly or indirectly from any INJURY or SICKNESS arising from:

- a) Taking part in boxing, caving, climbing, horseracing, martial arts, mountaineering, pot-holing, under-water diving, yacht racing or in any race, trial, practice or timed motor sport.
- b) Unreasonable failure to follow medical advice.
- c) Any PRE-EXISTING MEDICAL CONDITION that an INSURED is having or has had treatment for or advice for treatment for prior to the date of YOUR cover

General Conditions

- 1) If You suffer an INJURY resulting in any one (1) of EVENTS 2 to 8.a), no further benefits will be payable under Part A – Lump Sum Benefits for any subsequent INJURY to YOU.
- 2) Benefits shall not be payable for more than one (1) of EVENTS 1 to 19 in respect of the same INJURY in which case the highest benefit amount will be paid.
- 3) Income Protection Weekly Benefits shall not be payable:
 - a) in excess of the maximum benefit period, as specified on the POLICY SCHEDULE, in respect to any one (1) INJURY or SICKNESS;
 - b) for the WAITING PERIOD
 - c) beyond the date of YOUR death;
 - d) once YOU are deemed fit to return to work in a full capacity by a DOCTOR;
 - e) for more than one (1) of EVENTS 20 and/or 21 or EVENTS 22 and/or 23 that occur during the same period of time;
 - f) if YOU fail to provide US with all requested information and other evidence reasonably required to assess YOUR claim; or
 - g) during any period where YOU unreasonably fail to follow the advice of or undertake the recommended treatment by a DOCTOR for the current disability. Advice or treatment includes seeking specialist advice or undergoing rehabilitation such as but not limited to obesity, drug addiction or alcoholism treatment plans where the condition is related to or exacerbating the current disability.
- 4) Any benefit payable shall be suspended where YOU break the law and are sentenced to a period of imprisonment whether served in a state run detention centre or alternate facility including home detention.
- 5) WE may require at any time during a period of disablement that YOU are examined by an independent medical officer of OUR choosing. The costs associated with the examination will be met by US however if YOU unreasonably fail to attend the examination for any reason then YOU will be required to pay any costs incurred. Failure to attend the independent medical examination may result in suspension or cessation of YOUR benefits.
- 6) If YOU suffer a recurrence of TEMPORARY TOTAL DISABLEMENT or TEMPORARY PARTIAL DISABLEMENT from the same or related cause or causes within six (6) months, the subsequent period of disablement will be deemed a continuation of the prior disablement. A new WAITING PERIOD will not apply, and the total benefit period shall not exceed the maximum benefit period, as specified on the POLICY SCHEDULE, inclusive of the benefit already received.

If YOU have worked on a full- time unrestricted basis for at least six (6) consecutive months the subsequent period of disablement shall be deemed to have resulted from a new INJURY or SICKNESS. A new WAITING PERIOD and a new maximum benefit period as specified on the POLICY SCHEDULE shall apply.

Where an INJURY requires surgical treatment which cannot be performed within the twelve (12) months from the date of the ACCIDENT provided YOU can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of ACCIDENT and a DOCTOR certifies this, WE will treat this as a continuation of the first INJURY regardless of whether YOU have been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty four (24) months from the original date of the ACCIDENT.

- 7) If YOU return to work for more than five (5) days during the WAITING PERIOD and suffer a recurrence of the INJURY or SICKNESS which led to the initial TEMPORARY TOTAL DISABLEMENT, then the WAITING PERIOD shall recommence from the day that YOU suffer TEMPORARY TOTAL DISABLEMENT after returning to work.

- 8) Sick leave, annual leave or other employer sponsored benefits are not required to be exhausted prior to YOU making a claim under this POLICY.
- 9) The amount of any benefit payable for TEMPORARY TOTAL DISABLEMENT and TEMPORARY PARTIAL DISABLEMENT will be reduced by the amount of any periodic compensation benefits payable under any workers' compensation or accident compensation scheme and the amount of any sick pay received or any disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under the POLICY shall not exceed the amount shown on the POLICY SCHEDULE.
- 10) The amount of any benefit payable for Part A – Lump Sum Benefits shall be reduced by any sum already paid for under weekly INJURY benefit in respect of the same INJURY.
- 11) If YOU become unemployed whilst receiving benefit payments under Events 20 and/or 21 or Events 22 and/or 23 and are subsequently certified by a DOCTOR as being fit for light or partial duties, then YOU must actively seek employment which is consistent with the DOCTOR's certified level of capacity. If YOU do not actively seek employment, benefits shall be reduced to 30% of the amount payable for Event 20 and/or 22.

Actively seek employment shall mean YOU being registered with the government agency or department which is responsible for providing employment services and/or recruitment agency and then providing US with proof of a minimum of two (2) new job applications per week.
- 12) Subject to Advanced Payment referred to under Personal Wellbeing, Weekly Benefits shall be payable fortnightly in arrears. Compensation for a period of less than one week will be paid at the rate of one-seventh (1/7th) of the weekly benefit for each day during which the disability continues.
- 13) All benefits shall be payable to YOU or such person(s) and in such proportions as YOU nominate, unless otherwise stated in the POLICY.
- 14) Where YOU are exposed to the elements as a result of an ACCIDENT and suffers from any of the EVENTS stated in the Table of Events as a direct result of that exposure within twelve (12) months of the ACCIDENT, YOU will be deemed for the purposes of this POLICY to have suffered an INJURY on the date of the ACCIDENT.
- 15) Should a benefit be payable under this POLICY that is also payable under any other POLICY issued by US, the benefit will only be payable under one (1) POLICY, which shall be the POLICY with the highest benefit amount.

General Exclusions

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

- 1) YOU engaging in or taking part in flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers;
- 2) training for or participating in PROFESSIONAL SPORT of any kind unless we have been advised and agree to provide coverage.
- 3) Your voluntary exposure to unnecessary danger, which would give rise to an undue risk of harm except in an attempt to save human life.
- 4) YOU having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of non-prescription drugs, including abuse of prescription drugs unless it was prescribed by a DOCTOR and taken in accordance with the DOCTOR'S advice;
- 5) US contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth);
- 6) Any loss which occurs when YOU are seventy (70) years of age or over. This will not prejudice any entitlement to claim benefits for an EVENT which has arisen before YOU have attained the age of seventy (70) years;
- 7) any claim for Events 20 and/or 21 or Events 22 and / or 23 which are in any way attributed to childbirth or pregnancy except for any unexpected and unforeseen medical complications or emergencies arising therefrom;
- 8) any claim which results from a sexually transmitted disease or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC), except to the extent that it is covered under Personal Wellbeing – Accidental HIV Infection
- 9) WAR, CIVIL WAR, invasion, act of foreign enemy, rebellion, revolution, insurrection or military, usurped power or TERRORISM
- 10) the use, existence or escape of nuclear weapons, materials or ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
- 11) any condition such as neurosis, psycho-neurosis, mental, emotional, stress, depression or anxiety condition disease or disorder or similar condition or any condition which is a consequence of the treatment of these conditions, unless YOU are being treated by or have been referred to a psychiatrist, psychologist or similar specialist;
- 12) PRE-EXISTING MEDICAL CONDITION as herein defined.
- 13) the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
- 14) WE shall not 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

General Provisions

Aggregate Limit of Liability

OUR total liability for all claims arising from any one (1) EVENT shall not exceed the amount shown on the POLICY SCHEDULE against AGGREGATE LIMIT OF LIABILITY.

In the EVENT that claims made under this insurance exceed the AGGREGATE LIMIT OF LIABILITY, then the amount by which claims exceed this limit will be proportionally reduced.

Alteration of Risk

YOU must advise US as soon as is reasonably practical of any alteration of your business activities which increase the risk of damage through INJURY, or SICKNESS.

Assistance and Co-operation

YOU shall co-operate with US and upon OUR request, assist in making settlements, in the conduct of lawsuits 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 shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. YOU shall not, except at the YOUR own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of ACCIDENT.

Cancellation

YOU may cancel this POLICY at any time by notifying US in writing. The cancellation will take effect from 4:00pm on the day WE receive YOUR written notice of cancellation, or such time as may be otherwise agreed.

WE may cancel the POLICY or any section thereof for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth), including where there has been non-payment of the PREMIUM. Cancellation by US takes effect from 4:00pm on the day which is three (3) business days from the date WE notify YOU in writing.

If the POLICY is cancelled by either YOU or US, WE will retain a short period premium calculated at the 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.

Currency

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

Cyber Risk Inclusion

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 must take all reasonable care to prevent or minimise INJURY or, SICKNESS under this POLICY WORDING.

Fraudulent Claims

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

Notice of Claim

YOU or any person entitled to claim under this POLICY must give US notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

n2n Claims Solutions
Locked Bag 3111
RHODES NSW 2138
Phone: 1800 999 626
info@n2nclaims.com.au

Other Insurance

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

Service of Suit

The UNDERWRITERS hereon agree that:-

- (a) 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;

- (b) 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 and to enter an appearance on UNDERWRITERS' behalf,

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

In the event of a claim arising under this Insurance Immediate Notice should be given to:

n2n Claims Solutions
Locked Bag 3111, RHODES NSW 2138
Phone: 1800 999 626
info@n2nclaims.com.au

Privacy

Canopy is committed to protecting the privacy of the personal information YOU provide US. Canopy collects, uses and retains YOUR personal information in accordance with the Australian Privacy Principles.

WE need to collect the personal information on the applicable proposal form to consider YOUR application for insurance and to determine the premium (if YOUR application is accepted) when YOU are applying for, changing or renewing an insurance policy with US. This information will also be used if YOU lodge a claim under YOUR policy. WE may also need to request additional information from YOU in connection with YOUR application or a claim. If YOU do not provide US with this information, or any additional information WE request, WE may not be able to process YOUR application or offer YOU insurance cover or respond to any claim.

WE may collect the following personal information:

YOUR name, date of birth, address, other contact details, occupation, financial information such as YOUR bank account details, details of the items YOU want to insure (including the location of those items where this applies) or the cover YOU want to take out, details of any other people YOU are including on the proposal or policy, and details of insurance claims YOU have made.

WE may also collect the following sensitive personal information about YOU and any other people YOU are including on the proposal or policy. WE will obtain consent before collecting sensitive personal information unless WE are required or permitted by law to collect it without consent.

Medical details, details of any criminal convictions and details of any insurance claims made (including details of personal injuries or medical conditions)

WE may disclose the personal information WE collect:

- a) To our relevant employees involved in delivering our services;
- b) If YOUR insurance broker collects this form from YOU, to that broker;
- c) To facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- d) OUR appointed third party administrators (TPAs) for claims assessment and administration services;
- e) OUR service providers based within Australia or overseas, such as the United Kingdom, who assist US in delivering OUR services;
- f) To the insurance companies with whom we transact business;
- g) To the Lloyd's Syndicates we represent (which are located in the United Kingdom);
- h) To insurance reference bureau, credit reference bureau or dispute resolution organisations;
- i) To reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

Where WE do disclose the information as above the recipient may hold the information in accordance with its own privacy statement/policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities which may be located overseas. WE may also be required to provide YOUR personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so.

By completing and returning a proposal form or providing US with any additional information in connection with YOUR application, YOU agree to us using and disclosing your information as set out above. This consent to the use and disclosure of YOUR personal information remains valid unless YOU alter or revoke it by giving us written notice.

When YOU give US personal information about other individuals, WE rely on YOU to make or have made the individual aware that YOU will or may provide their personal information to US and the types of other parties and service providers WE may provide it to, for the relevant purposes WE and the other parties and service providers will use it for, and how they can access it. If YOU have not done so, YOU must tell US before YOU provide the relevant personal information to US.

YOU may request access to YOUR personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply). If YOU would like to access a copy of YOUR personal



information or YOU wish to correct or update YOUR personal information, please contact US on info@canopyinsurance.com.au.

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

Subrogation / Benefit Offset

- (a) If WE make weekly payments under this POLICY to an INSURED, then to the extent that the INSURED receives any payments, compensation, damages, lump-sum damages or common law damages (except for lump sum benefits received for total and permanent disablement under a Superannuation insurance policy) including but not limited to any payments, compensation, damages, lump-sum damages or common law damages, (other than BENEFITS under this POLICY):
- i. from the INSURED employer or a former employer, a new employer, a business partnership, or other similar source;
 - ii. from a Superannuation or pension plan;
 - iii. from any other disability, injury or sickness policy; (except for lump sum benefits received for total and permanent disablement under a Superannuation insurance policy);
 - iv. From any Mortgage, Credit Card, Bill payer or similar insurance policy;
 - v. from any workers compensation insurer, compulsory third party motor vehicle insurer or public liability insurer;
 - vi. from any government authority or government instrumentally in the form of a pension or allowance, including but not limited to JobKeeper payments; or
 - vii. by way of commission payments or remuneration relating to the period(s) from which the INSURED is paid under this POLICY;

Then WE are entitled to recalculate and reduce the BENEFIT due to the INSURED, under this POLICY, by any amount received from any of the above and to pay a RECALCULATED BENEFIT instead.

- (b) Any difference between the BENEFIT paid and the RECALCULATED BENEFIT shall be repaid by the INSURED. If the INSURED does not fully repay US we can reduce future BENEFITS by the amount of the unpaid difference and/or be entitled to a repayment of the RECALCULATED BENEFITS.
- (c) If an INSURED receives any payments, compensation, damages, lump-sum damages or common law damages which fall within the scope of paragraph (a) above, after the BENEFIT has been paid by US. Any difference between the BENEFIT paid and the RECALCULATED BENEFIT shall be repaid by the INSURED within 30 days of receiving the payment in (a) above or interest will apply to the amount to be repaid.
- (d) The INSURED is obliged to disclose to US immediately details of any payments, compensation, damages, lump-sum damages or common law damages received, which fall within the scope of paragraph (a) above, either before, during or after receiving their BENEFIT under this POLICY.

Choice of Law and Jurisdiction

In the event of a dispute arising under this Policy WE, at the request of the INSURED will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such court.

Surrender Value

No surrender value is acquired under this Policy.



Change in Law

WE reserve the right to vary premiums and / or the terms under this Policy upon written notification to YOU in the event of any change in the law and as a result:

- a) it becomes impractical or impossible to carry out our obligations; or
- b) our Policy is inconsistent with the law; or
- c) Government charges relating to the Policy are imposed or changed.

Sanctions

WE shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit would expose US to any sanction, prohibition or restriction imposed by law or regulation

Several Liability Notice

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

Making a Claim

1. Claims Procedure

- a) As soon as YOU become aware of anything happening which may result in a claim under this Policy YOU must notify US as soon as possible, explaining about the potential claim.
- b) Written notice must be given to:
 - n2n Claims Solutions
 - Locked Bag 3111 RHODES NSW 2138
 - Email: info@n2nclaims.com.au
 - Phone: 1800 999 626

or such other address as WE may advise YOU in writing.
- c) All certificates and evidence (subject to clause d) below) required by US shall be furnished as required at YOUR expense as often as is reasonably required.
- d) In order to assess a claim, YOU shall submit to a medical examination:
 - I. If in Australia - at OUR expense as often as is reasonably required.
 - II. If outside Australia – YOU may be required to return to Australia. Once having returned to Australia, the medical examination will be at OUR expense as often as is required.
 - III. If YOU fail to attend a medical examination;
 - the cost of the examination as charged by the examiner will be deducted from any benefit payment;
 - the benefit payments will cease until such time as YOU submit to the examination, and YOU are certified as meeting the definition of TEMPORARY TOTAL DISABLEMENT or TEMPORARY PARTIAL DISABLEMENT.

2. Proof of Claim

Written Proof of Claim must be furnished to US, via n2n Claims Solutions Pty Ltd, within ninety (90) days after the date of the INJURY or SICKNESS. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to do so, provided that the proof is furnished as soon as is reasonably possible, subject to the provisions of the Insurance Contract Act 1984, as amended from time to time.

3. Report of Claim

WE will, upon receipt of a notice of claim, furnish such forms as are usually required by US for filing Proof of Claim.

Head Office
Sydney
Ground Floor, Building A
1 Homebush Bay Drive Rhodes NSW 2138
Locked Bag 3111 Rhodes NSW 2138

Offices also located
Melbourne – Brisbane

Australia wide
T 1300 001 134



This document is Underwritten by
Certain underwriters at Lloyds

www.canopyinsurance.com.au

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This document is administered by **Canopy Insurance Pty Ltd** (ABN 28664242406) as a Corporate Authorised Rep (AR No. 1301345) of **Windsor Income Protection Pty Ltd** (WIP) (ACN 147905888 | ABN 56104714171 | AFSL No. 400598) as a Coverholder at Lloyds.