Voluntary Workers Personal Accident

Product Disclosure & Policy Wording

ShieldCover®

ShieldCover is a division of East West Insurance Brokers Pty Ltd. ABN 83 010 630 092 AFSL No. 230041

shieldcover.com.au

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Part A – Important Information

The Purpose of this PDS

This Product Disclosure Statement (PDS) contains important information to assist You to:

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

For full details of the benefits, limitations, exclusions, terms and conditions You should read the PDS carefully.

The Insurer

The Policy is underwritten by Certain Underwriters at Lloyd's located in the United Kingdom.

ShieldCover

ShieldCover is a specialist division of East West Insurance Brokers Pty Ltd ABN 83 010 630 092, Australia Financial Services Licence No. 230041, established in 1984.

ShieldCover issues this Personal Accident & Sickness Insurance Policy under a binding authority given to it by the Insurer to administer and issue policies, alterations and renewals. For all of the services that ShieldCover provides in relation to this Policy, it acts on behalf of the Insurer and not for You.

ShieldCover does not guarantee any benefits payable under the Personal Accident & Sickness Policy

How to Contact us

If You have any questions or would like further information about the Policy or the PDS, You may contact ShieldCover:

General Enquiries

Telephone: (07) 3510 9535
Fax: 1300 797 768
Email: hello@shieldcover.com.au
Website: www.shieldcover.com.au
Postal: PO Box 239, Coopers Plains QLD 4108
Visits: 19 Rosedale Street, Coopers Plains QLD 4108
Broker: Through Your appointed Insurance Broker

Claims

Telephone: (07) 3510 9535
Fax: 1300 797 768
Claims: claims@shieldcover.com.au

Cooling-Off Period

We will refund all Premiums for cover under the Policy if You request cancellation of the Policy within 21 days of its commencement. To do this You must advise Us in writing. You are not entitled to a refund if You have made a claim under the Policy during the cooling-off period.

How do We protect Your Privacy?

We are bound by the obligations of the Privacy Act 1988. This sets out basic standards relating to the collection, use, disclosure and handling of personal information. Personal information is information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

Information will be obtained from individuals directly where possible. Sometimes it may be collected indirectly (e.g. from your representative). Only information necessary for the arrangement and administration of Your insurance will be collected. This includes information necessary to accept the risk, to assess a claim, to determine competitive and appropriate premiums, etc.

We and our agents disclose personal information to third parties who We believe are necessary to assist us in doing the above. These parties will only use the personal information for the purposes for which it is provided (or if required by law). When You give Us and Our agents personal information about other

individuals, We rely on You to have made or make them aware that You will or may provide their personal information to Us, the types of third parties it may be provided to, the relevant purposes it will be used 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 (or Your agent) before You provide the relevant information.

You are entitled to access Your information if You wish and request correction if required. You may also opt out of receiving materials sent by Us by contacting Us as follows:

Mail: Privacy Officer, ShieldCover,
PO Box 239, Coopers Plains, Qld 4108.
Telephone: (07) 3510 9535 or
Email: **privacy@shieldcover.com.au**

Further information on Privacy can be obtained by visiting our website **www.shieldcover.com.au.**

Your Duty of Disclosure

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

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You or renew Your policy.

Renewals

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

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

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

If You do not tell Us something

If You do not tell Us anything You are required to tell Us, We may cancel Your Policy or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, or if We would not have issued the Policy if not for Your failure to tell Us anything You are required to tell Us, We may refuse to pay a claim and treat the Policy as if it never existed.

How to apply for this insurance

When You apply for insurance You will need to give ShieldCover information about You and Your circumstances. The information We need will be contained in the Proposal We will provide to You. We will assess the information that You provide Us and if Your application is accepted, We will issue You with a Certificate of Insurance confirming the cover that is in place.

The cost of this insurance

The amount that We charge You for this insurance is the total that We calculate when considering all of the factors which make up the risk, type of sporting activity, age of participant, Excess Period, amount of cover, claims history. These factors will impact on Your Premium as follows:

FACTOR	REDUCES PREMIUM	INCREASES PREMIUM
Occupation	**Low Risk Occupation – Clerical**	**High Risk Occupation – Non Clerical**
Age	**Lower Age**	**Higher Age**
Excess Period	**Longer Excess Period**	**Shorter Excess Period**
Type of Cover	**Working Hours Only**	**Full Cover – 24 Hours Day**
Amount of Cover	**Lower Lump Sum / Weekly Benefits**	**Higher Lump Sum / Weekly Benefits**
Claims History	**Lower Frequency**	**Higher Frequency**

You also have to pay GST and any relevant government charges where applicable. These amounts add up to the total Premium You must pay. Once the Policy is issued, Your Premium, GST and any relevant government charges are shown on the Certificate of Insurance.

How to make a Claim

You must notify ShieldCover in writing within thirty (30) days of an event that is likely to give rise to a claim. If it is not possible to notify ShieldCover within that time, You must notify ShieldCover as soon as reasonably possible.

Once notified of a claim, ShieldCover will provide You with the relevant claim forms. You and the Insured Person must fully complete and return the claim forms to ShieldCover together with such other information and documentation that ShieldCover may require in order to consider the claim including but not limited to all relevant health certificates, Medical Practitioners' reports, employer reports and related evidence of the claim.

Please note that all benefits are paid without deduction for taxation and may be subject to taxation. See Your tax advisor for information about Your personal circumstances.

Excesses

An Excess Period may apply to this insurance. The Excess Period is the period (of consecutive days) stated in the Certificate of Insurance. During any Excess Period, no benefits are payable.

An excess may also be payable when You make a claim under this insurance. The amount of any excess is set out in the Policy or will be stated in the Certificate of Insurance. We calculate the excesses that apply using the same information that We use to calculate the cost of this insurance (see table p6).

General Insurance Code Of Practice

We act on behalf of Lloyd's who subscribe to the General Insurance Code of Practice. Further information can be found at **www.codeofpractice.com.au**. The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The Code aims to:

- Constantly improve claims handling in an efficient, honest and fair manner;
- Build and maintain community faith and trust in the financial integrity of the insurance industry.

Complaints and Dispute Resolution Process

If You have a complaint about an insurance product issued by ShieldCover or a service you have received from Us, including the settlement of a claim, please contact Your intermediary to initiate the complaint with ShieldCover. If You are unable to contact Your intermediary, call Us on (07) 3510 9535 or email **hello@shieldcover.com.au**

We will keep You informed of the progress of Our review at least every 10 working days and give You Our response in writing within 15 working days provided We have all necessary information and have completed any investigation required.

In the unlikely event that this does not resolve the matter or You are not satisfied with the way Your complaint has been dealt with, You should contact:

Lloyd's General Representative in Australia
Level 9, 1 O'Connell Street, Sydney NSW 2000
Telephone: (02) 8298 0783
Email: idraustralia@lloyds.com

You will be advised whether Your dispute will be handled by either Lloyd's Australia or the Complaints Department at Lloyd's in London.

Where Your dispute is eligible for referral to the Australian Financial Complaints Authority (AFCA), Your dispute will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with Your dispute.

AFCA will review our decision in accordance with their terms of reference. You are not bound by their decision. However, We are bound to act immediately on AFCA's decision. This is a free service provided by AFCA which is an independent body. Brochures outlining the operations of AFCA are available from Us or the Insurance Council of Australia in your State or Territory. You can phone the AFCA from anywhere in Australia on 1800 931 678 or write to them at:

Australian Financial Complaints Authority
GPO Box 3,
Melbourne VIC 3001
Email: info@afca.org.au

Where Your dispute is not eligible for referral to the AFCA, Lloyd's Australia will refer Your dispute to the Complaints Department at Lloyd's, who will then liaise directly with You.

In this case, You may be eligible for referral to the Financial Ombudsman Service (UK). Further details will be provided by the Complaints Department with their final decision to You.

Your dispute will be acknowledged in writing within 5 business days of receipt, and You will be kept informed of the progress of Our review of Your dispute at least every 10 business days. The length of time required to resolve a particular dispute will depend on the individual

issues raised, however in most cases You will receive a full written response to Your dispute within 15 business days of receipt, provided We have received all necessary information and have completed any investigation required.

This service is free of charge to policyholders

In the Event of a Legal Dispute

In the event of a dispute arising in relation to any aspect of Your Policy covered by Lloyd's, the underwriters 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.

Any summons notice or process served upon the underwriters at Lloyd's may be served to the Lloyd's Representative in Australia at the address referred to in this PDS. The Lloyd's Representative has authority to accept service and to enter an appearance on the underwriters' behalf, and is directed, at the request of the policyholder, to give a written undertaking to the policyholder that they will enter an appearance on the underwriter's behalf.

If a suit is instituted against any one of the underwriters at Lloyds, all underwriters will abide by the final decision of any such court or any competent appellate court.

Part B – Policy Wording

What You are covered for

This Policy applies to the Insured Person named or described in the Certificate of Insurance and is limited to the Scope of Cover detailed in the Certificate of Insurance, and is subject to the exclusions, conditions and limitations set out in the Policy.

If, as a result solely and directly of:

1. Injury arising from an Accident, the Insured Person suffers Temporary Total Disablement or Temporary Partial Disablement or any of the conditions set out in the Table of Benefits; or

The Insurer will pay the benefit as specified. However, disablement must occur within twelve (12) months of the date of the Accident giving rise to the Injury.

Section A – Weekly Benefits

THE CONDITION	THE BENEFIT
1.1 Temporary Total Disablement caused directly and solely by Injury	For each week of Temporary Total Disablement, the Weekly Benefit stated in the Certificate of Insurance or the percentage of the Insured Person's Earnings stated in the Certificate of Insurance (whichever is the lesser) payable for up to the maximum benefit period stated in the Certificate of Insurance
2.0 Temporary Partial Disablement caused directly and solely by Injury or Sickness	For each week of Temporary Partial Disablement, the difference between the Insured Person's Temporary Total Disablement benefit as stated in Section A1.1 above and the amount the Insured Person is earning as a direct result of Temporary Partial Disablement, payable up to the maximum benefit period stated in the Certificate of Insurance when combined with any benefit paid for the same condition under Section A1.0. Where an employer refuses to take back an employee who is certified to return to work duties for outside of working hours claims, the full Weekly Benefit is still to be payable to the Insured Person. Should the Insured Person be able to return to work in a reduced capacity, but not elect to do so then the benefit payable will be 30% of the amount payable for A1.0.

Aggregate Limit of Liability

The total liability for all claims arising under the Policy from any one event during the Period of Insurance shall not exceed the Aggregate Limit of Liability stated in the Certificate of Insurance. In the event that claims made under the Policy exceed the Aggregate Limit of Liability, then the amount by which claims exceed this limit will be proportionally reduced.

Section B - Lump Sum Benefits

Table of Benefits

Cover under this section of the Policy applies only if an amount is shown on the Certificate of Insurance under Section B - Lump Sum Benefits. The following conditions must occur within twelve (12) months of the date of the Accident.

Benefit Amount - A percentage of the amount shown on the Certificate of Insurance under Section B - Lump Sum Benefits.

THE CONDITION	BENEFIT PERCENTAGE
1. Death	**100%**
2. Permanent Total Disablement	**100%**
3. Permanent and incurable insanity	**100%**
4. Permanent total loss of sight of both eyes	**100%**
5. Permanent total loss of sight of one eye	**100%**
6. Permanent total Loss of Use of two limbs	**100%**
7. Permanent total Loss of Use of one limb	**100%**
8. Permanent paralysis of all limbs	**100%**
9. Permanent total loss of hearing in: a) both ears b) one ear	 **80%** **20%**
10. Permanent total loss of the lens of one eye	**60%**
11. Permanent total loss of four fingers and thumb of either hand	**70%**
12. Permanent total loss of four fingers of either hand	**50%**
13. Permanent total Loss of Use of one thumb of either hand: a) both joints b) one joint	 **30%** **15%**
14. Permanent total Loss of Use of finger of either hand: a) three joints b) two joints c) one joint	 **10%** **7.5%** **5%**
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. Shortening of leg by at least 5cm	**7.5%**

18. Any permanent partial disablement not otherwise provided for under Conditions 4 – 17	**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 Conditions 4 to 17**

Broken Bones – Additional Lump Sum Benefit

Cover under this section of the Policy applies only if an amount is shown on the Certificate of Insurance under Section B - Lump Sum Benefits. The following conditions must occur within twelve (12) months of the date of the Accident.

Benefit Amount – A percentage of the amount showed on the Certificate of Insurance under Section B – Lump Sum Benefits up to a maximum of $5,000 any one event.

THE CONDITION	BENEFIT PERCENTAGE
1. Skull or spine	**100%**
2. Hip	**75%**
3. Jaw, Pelvis, leg, ankle or knee	**50%**
4. Cheekbone or shoulder	**30%**
5. Arm, elbow, wrist	**10%**
6. Nose or collarbone	**20%**
7. Foot or hand	**5%**
8. In case of established non union of any of the above breaks, an additional	**5%**

Additional Benefits

There are a number of additional benefits that apply to Your Policy. These additional benefits will be paid in addition to any amount that has been paid under Weekly Benefits or Lump Sum Benefits.

The amount paid, any excess or Excess Period may vary for each additional benefit. These will be shown in the Certificate of Insurance. Any maximum period for which an additional benefit will be paid is also shown in the Certificate of Insurance.

Exposure

If as a result of an Injury occurring during the Period of Insurance the Insured Person is exposed to the elements and suffers from any of the conditions set out in the Table of Benefits as a direct result of that exposure, We will pay benefits accordingly.

Disappearance

If during the Period of Insurance, the Insured Person disappears following the disappearance, sinking or wrecking of a conveyance in which the Insured Person was travelling and the body has not been found within one (1) year after the date of disappearance, We will pay a benefit on the assumption that the Insured Person died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance.

Rehabilitation and Return to Work Assistance

In the event of Temporary Total Disablement or Temporary Partial Disablement as a result of an Injury or Sickness, assistance is available in such areas as arranging counselling, advice from an approved vocational school, a family counsellor, professional assistance or necessary special equipment or modifications to the home or workplace.

Such expense must be as a direct result of the Injury or the Sickness, not recoverable from any other source, have the prior approval by the Insurer and be deemed necessary to aid the return to work by the treating Medical Practitioner or the professional rehabilitation coordinator.

This benefit on any one claim is limited to the lesser of the expected Temporary Total Disablement, Temporary Partial Disablement claim amount or $25,000.

Escalation Benefit

Whenever a Temporary Total Disablement benefit has been paid continuously for 12 months, the Weekly Benefit will be increased (but not above the maximum Weekly Benefit amount payable shown in the Certificate of Insurance) from the expiration of the fifty-second week for as long as the benefit continues to be payable (up to a total maximum period of 104 weeks) without interruption by 5%.

Modification Expenses

If an Insured Person is entitled to 100% of the Lump Sum Benefit, We will pay up to an additional $10,000 for costs necessarily incurred to modify the Insured Person's home or motor vehicle, or relocating to a suitable home, provided that the modifications or relocation are prescribed by a Medical Practitioner.

Funeral Expenses

We will pay up to $5,000 for funeral expenses in the event of the death of the Insured Person where the death is covered by this Policy.

Parents' Inconvenience Allowance

This cover only applies to an Insured Person that is a registered full time student under 25 years of age.

We will pay the custodial parents of an Insured Person up to $30 per day while the Insured Person is in hospital as a result of an Injury covered by this Policy. The payments will be made at the end of each 4 week period of cover.

Emergency Home Help

If, during the Period of Insurance, the Insured Person suffers from a iInjury resulting in Temporary Total Disablement or Temporary Partial Disablement then the Insurer will pay for the cost of reasonable and necessary incurred

domestic duties up to $350 per week to a maximum benefit of $10,000 subject to a 7 day Excess Period and the following conditions:

a. Childminding and home help services must be carried out by persons other than the Insured Person's relatives or persons permanently living with the Insured Person.

b. Childminding and home help services must be certified by a Medical Practitioner as being necessary for the recovery of the Insured Person.

Student Tutorial Cost

If during the Period of Insurance the Insured Person suffers from a bodily injury resulting in Temporary Total Disablement or Temporary Partial Disablement and that Insured Person is a registered full time student then the Insurer will pay for the cost of reasonably and necessary incurred home tutorial costs up to $350.00 per week to a maximum benefit of $5,000 subject to a 7 day Excess Period, provided student tutorial services are carried out by persons other than the Insured Person's relatives or persons permanently living with the Insured Person.

Non-Medicare Medical Expenses

We will pay the reasonable Medical Expenses of an Insured Person which arise when an Insured Person who is participating in a sporting activity, or is without receiving payment, providing services to an educational, religious, charitable or benevolent organisation or while that Insured Person is travelling to or from the place where those services are provided, suffers an Injury covered by this Policy.

We will not pay:

a. for Medical Expenses that are covered by Medicare, private health insurance, a statutory insurance scheme such as worker's compensation or which can only be covered by Medicare or a registered health insurer, or that We are otherwise prohibited from covering at law, such as Medicare 'gaps'.

b. for treatment that takes place later than 365 days after the Injury unless the delay is on the advice of a registered Medical Practitioner or dentist.

c. more than the lesser of 85% of relevant Medical Expenses or the maximum Medical Expenses benefit shown in the Certificate of Insurance for any one Injury.

d. more than the Medical Expenses benefit set out in the Certificate of Insurance for any one Injury.

Out-of-Pocket Expenses

If during the Period of Insurance the Insured Person who is engaged in unpaid voluntary work suffers from a bodily Injury resulting in Temporary Total Disablement or Temporary Partial Disablement and that Insured Person is a non-income earner, the
Insurer will pay for the cost of out of pocket expenses up to a the maximum benefit of $5,000 providing there is a valid receipt for such expense and that expense is attributable directly to such disablement.

What is not covered

No benefits are payable under this Policy for any disabilities or conditions resulting from Injury which:

1. is deliberately self-inflicted or intentionally caused by the Insured Person;
   a. is contributed to or caused by the Insured Person being under the influence of intoxicating liquor or of a drug, other than a drug taken or administered by or in accordance with the advice of a duly qualified Medical Practitioner;
   b. is contributed to or caused by the long-term effects of drug or alcohol abuse, other than a drug taken or administered by or in accordance with the advice of a duly qualified Medical Practitioner;
   c. occurs while the Insured Person is in charge of amotor vehicle under the influence of intoxicating liquor or of a drug as defined in the motor vehicle laws applicable where the Accident occurs;
2. results from a criminal act committed by the Insured Person or a beneficiary of their benefits, under this Policy;
3. occurs as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, Terrorism,

revolution, insurrection or military or usurped power;

4. results from engaging in air travel or aerial activities except as a passenger in any properly licensed aircraft;
5. results from engaging in or taking part in or training for sports as a professional (where the majority of the Insured Person's income is derived directly or indirectly from the sport);
6. is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection;
7. is a neurosis, psycho-neurosis, psychosis, mental, emotional, stress, depression, or anxiety condition, disease or disorder or any condition which is a consequence of the treatment of any of these conditions;
8. results from pregnancy, childbirth or miscarriage, other than complications of pregnancy, childbirth or miscarriage that requires hospitalisation in the first 26 weeks of pregnancy and where cover is otherwise provided under this Policy. No benefits will be payable during any period of maternity leave or for any complications arising after the 26th week of pregnancy.
9. results from the riding of a motorcycle off-road or on unsealed road surfaces. This does not apply to riding a motorcycle as a normal mode of transportation if cover is otherwise provided under this Policy.
10. is a Pre-Existing Condition.
11. results from any claim or loss directly or indirectly from a Cyber Event.
12. results from You being exposed to the Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction.

Fraudulent Claims

We will not pay if You or an Insured Person, or anyone acting on Your behalf or with Your knowledge or connivance, should make a claim knowing or reasonably suspecting the same to be false or fraudulent. Making a fraudulent claim is a criminal offence. We may report to the police any person who lodges a fraudulent claim.

General Conditions

1. No benefits are payable unless as soon as possible after the happening of any Injury or Sickness the Insured Person obtains, follows and continues to follow medical advice from a qualified Medical Practitioner. Benefit payments will cease if the Insured Person stops following medical advice or refuses or delays medical treatment (other than experimental treatment), which in the opinion of an independent Medical Practitioner could reduce the period of disablement.
2. All Weekly Benefits shall be paid fortnightly in arrears.
3. All benefits shall be paid to the Insured Person or to their legal personal representative.
4. The Insurer will pay one-seventh (1/7th) of the Weekly Benefit for each day of disablement.
5. Weekly Benefits will be reduced by any other benefits or compensation the Insured Person is entitled to receive or entitled to claim for loss of income from any other source as a result of the same condition. If the Insured Person surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or in part), the total amount of benefits under the Policy will reduce by the amount of payment to which the Insured Person would have been entitled or had the right to claim. Benefits or entitlements received from other sources after Weekly Benefits have been paid under the Policy must be refunded by the Insured Person to the Insurer.
6. No Weekly Benefits will be paid if the Insured Person does not actively and continuously pursue all benefits or compensation from all other sources except personal leave entitlements as detailed below.
7. No Weekly Benefits will be paid for the period the Insured Person receives personal leave payments from their employer. The Insured Person is not required to exhaust all personal leave entitlements prior to claiming under the Policy.
8. No Weekly Benefits shall be payable for disablement during the Excess Period stated in the Certificate of Insurance.

9. Benefits shall not be payable for more than one of the conditions as set out in the Table of Benefits, in respect of the same condition, in which case the highest benefits will be payable.

10. Any benefits payable for Conditions B1 to B17 in the Table of Benefits shall be reduced by any sum payable for Condition A1.1 or A1.2 in respect of the same Injury.

11. If the Insured Person suffers a recurrence of an Injury or Sickness while the Policy is still in force for which they have claimed Temporary Total Disablement benefits, the recurrence shall be treated as the same claim unless there has been a period exceeding 6 months since they were last disabled and unable to attend their usual Occupation, business or duties

12. The Insurer may at their own expense conduct any medical examination or examinations or arrange for an autopsy to be carried out.

13. Cover under the Policy will cease in respect of an Insured Person if:

a. they are paid Weekly Benefits for the maximum period stated in the Certificate of Insurance or 100% of the Lump Sum Benefit;

b. the relationship with the Insured which made them eligible for cover under the Policy ceases. Cover will cease at the time they depart from work on the last day of employment with the Insured or employment ceasing situations where the Insured Person does not have a guaranteed and identifiable date to recommence work with the Insured within the next 7 days. If the Insured Person has a guaranteed and identifiable date to recommence work within the next 7 days then this cover will continue uninterrupted. If the period is greater than 7 days then the cover ceases and may recommence when they resume work;

c. the Insured Person dies;

d. the Insured Person reaches age as specified in the Certificate of Insurance.

14. Benefits shall cease to be paid to an Insured Person, on claim under the Policy, if that Insured Person:

a. becomes entitled to the payment of Weekly Benefits for the maximum period stated in the Certificate of Insurance;

b. becomes entitled to the Lump Sum Benefit and they are paid a 100% of the Lump Sum Benefit stated in the Certificate of Insurance;

c. accepts early retirement or voluntary redundancy except if it is as a direct consequence of disablement which is a current, accepted claim under the Policy;

d. the Insured Person retires or stops actively seeking work;

e. dies, other than if condition 1 under Section B, Lump Sum Benefits, of the Policy is applicable;

f. reaches the age as set out in the Certificate of Insurance or retires whichever is the earlier;

g. is engaged in gainful work or Occupation except if the work or Occupation existed prior to the disablement and it is not related to or replacing the work for which benefits are being claimed under the Policy;

h. returns to normal work or duties, or is cleared by the Medical Practitioner to return to normal work or duties whether such work is available or not.

15. 15. Where the payment of Weekly Benefits for the maximum period would total more than the payment of a 100% Lump Sum Benefit then, notwithstanding General Conditions 10, 18a and 18b, Weekly Benefits will continue past the payment of a Lump Sum Benefit B2 to B8 of the Table of Benefits, until the total of all payments for the claim reach the sum equivalent to the payment of Weekly Benefits for the maximum period at which time benefits will cease to be payable to that Insured Person.

16. If there is a breach of any of the General Conditions of the Policy, the Insurer shall be entitled to reject a claim to the extent permitted by the Insurance Contracts Act. However, a breach by an individual person will not affect the cover or claims of other

Insured Perosons.

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Several Liability Notice

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

Keeping Us informed

You must immediately notify Us in writing of any changes You know of which materially alter any of the facts or circumstances that existed at the commencement of the Policy.

Cancellation by You

You can cancel Your Policy at any time by advising Us in writing that You wish to cancel Your Policy. We will subtract from any Premium You have paid Us an amount to cover the period that We have already insured You for. We will then return the remaining Premium to You.

If any claim or claims have been made against the Policy prior to cancellation, You are not entitled to receive a Premium refund.

Cancellation by Us

We may only cancel Your Policy when the law allows Us to do so.

We will subtract from any Premium You have paid Us an amount to cover the period that We have already insured You for. We will then return the remaining Premium to You.

In accordance with the law, We may cancel Your Policy in the following circumstances:

- You failed to comply with the duty of disclosure.
- You failed to pay any Premium owing.
- You failed to disclose a major change in the risk insured.

If any claim or claims have been made against the Policy prior to cancellation, You are not entitled to receive a Premium refund.

Other insurance

You must advise Us in writing of any insurance already effected or which may be subsequently be effected providing, whether in total or in part, insurance provided under the Policy.

Claim payments

For all benefits paid under the Policy, We will make the claim payment to the Insured Person who suffers the Injury or Sickness. In the event of death of the Insured Person, We will make the claim payment to the estate of the Insured Person

Words With Special Meaning

For the purpose of the Policy, the following important definitions apply:

Accident means a sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place during the Period of Insurance and independently of all other causes, results directly, immediately and solely in physical injury.

Aggregate Limit of Liability means the maximum amount We will pay for any one insured event involving more than one Insured Person. The Aggregate Limit of Liability is stated in the Certificate of Insurance. If this amount is not enough to pay all claims in full, then We will reduce each Insured Person's benefit proportionately so We do not pay more than the Aggregate Limit of Liability.

Certificate of Insurance means the most recent Certificate of Insurance provided to the Insured for this the Policy.

Cyber Event means an unauthorised or malicious act or series of related unauthorised or malicious acts or the threat of hoax thereof involving access to, processing of, use or operation of any Information Technology System or any electronic data by any person or group(s) of persons.

Earnings means:

1. if an employee, the gross weekly rate of pay inclusive of bonuses, commission, overtime payments and all other allowances, from the personal exertion of the Insured Person in their usual Occupation, averaged over the number of weeks so engaged during the twelve (12) month period immediately preceding the date disablement commences. This amount will be verified in the event of a claim.
2. if not an employee, the gross weekly income derived from the personal exertion of the Insured Person in their usual Occupation, after deducting any expenses necessarily incurred in deriving that income averaged over the number of weeks so engaged during the twelve (12) months immediately preceding the date of disablement giving rise to a claim. This amount will be verified in the event of a claim.
3. for directors not employed by the company, the gross weekly income will be determined and agreed prior to the inception date of the cover and will be verified in the event of a claim.

Excess Period is the period (of consecutive days) stated in the Certificate of Insurance during which no benefits are payable, commencing on the day medical treatment is sought for Injury.

Executive Director means a director who is employed by the company as well as being a member of the board of directors.

Information Technology System means any computer, hardware, software, information technology and communications system or electronic device, including any associated input, output or data storage device, networking equipment or back up facility.

Injury means an identifiable physical injury or death resulting from an Accident and which results in any of the conditions set out in the Table of Benefits within 12 months of the date of the Accident:

a. which is not a Sickness, illness or disease;
b. which occurs during the Period of Insurance; and
c. includes any condition resulting from exposure to the elements as a result of physical injury.

Insured/You/Your means the name of the person shown in the Certificate of Insurance noted as the Insured.

Insured Personmeans:

a. a director, Executive Director, Non-Executive Director, executive officer, committee member, office holder of the Insured but only while acting within the scope of their duties in that capacity;
b. a member or voluntary worker of the Insured. Any such member or voluntary worker will only be entitled to cover to the extent that the

member or voluntary worker is not entitled to indemnity under any other insurance policy; or

c. The Insured Person named or described in the Certificate of Insurance.

Insurer means certain Underwriters at Lloyd's.

Journey means travel between the boundary of the Insured Person's place of residence and place of employment (provided there is no substantial deviation from the most reasonable direct route) for the purpose of attending or returning from work.

Loss of Use means loss of, by physical severance or total and permanent loss of the effective use of the part of the body referred to in the Table of Benefits.

Medical Expenses means the costs of:

a. an ambulance;

b. hospital accommodation and theatre fees;

c. orthotics, splints and prosthesis;

d. treatment given by a registered dentist or Medical Practitioner; or

e. if given on the advice of a Medical Practitioner treatment given by a chiropractor; masseur, naturopath, osteopath or physiotherapist.

Medical Practitioner means a person legally qualified and registered to practice medicine and who is a person other than the Insured Person, their relatives, business partners, shareholders or employees. Chiropractors, physiotherapists and alternative therapy providers are not regarded as a Medical Practitioner.

Non-Executive Director means a director who is not employed by the company but is a member of the board of directors. They do not form part of the day to day executive team of the company.

Occupation means the Insured Person's usual Occupation, business, trade or profession.

Period of Insurance means the period stated in the current Certificate of Insurance.

Permanent Total Disablement means disablement resulting from an Injury and which has lasted for at least twelve (12) consecutive months from the date of such Injury and which thereafter is certified by a Medical Practitioner as being beyond hope of improvement and which entirely prevents the Insured Person forever from carrying on their usual Occupation.

Policy means this the Policy Wording in Part B of this document and the Certificate of Insurance and any additional endorsements We subsequently issue You.

Premium means the amount that We charge You for the Policy, including any statutory charges such as GST and stamp duty.

Proposal means the form to be completed by You or on Your behalf and any other information given to Us when applying for this Policy.

Pre-Existing Condition means any medical condition, side-effect or symptoms of a condition which the Insured Person has received medical attention, sought or received treatment, undergone tests or taken prescribed medication for in the six (6) months prior to the dates the person first qualified as an Insured Person.

Scope of cover means the Scope of Cover as set out in the Certificate of Insurance.

Sickness means illness or disease of the Insured Person which is not a Pre-Existing Condition and 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.

Temporary Partial Disablement means disablement which entirely prevents the Insured Person from carrying out a substantial part of the duties normally undertaken in connection with their usual Occupation or business and is under the regular care of and acting in accordance with the instructions or professional advice from a Medical Practitioner.

Temporary Total Disablement means, while the Insured Person continues to be employed, disablement that either entirely prevents the Insured Person from engaging in their usual Occupation or business or prevents the Insured Person from performing at least one of the duties of their Occupation that they must be able to perform to earn their income.

If the Insured Person ceases to be employed whilst on an accepted claim, then Temporary Total Disablement means disablement which entirely prevents the Insured Person from engaging in any Occupation for which they may be suited by way of their education, training or experience.

In both instances the Insured Person must be under the regular care of and acting in accordance with the instructions or professional advice from a Medical Practitioner.

Terrorism means, an act, including, but not limited to, the use of force or violence, committed by any person or 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.

Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction means:

1. the use of any explosive nuclear weapon or device; or
2. the emission, discharge, dispersal, release or escape of:
   a. fissile material emitting a level of radioactivity, or
   b. any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or
   c. any solid, liquid or gaseous chemical compound which, when suitably distributed; which is capable of causing incapacitating disablement or death amongst people or animals.

We/Our/Us means ShieldCover, other than for Part B of this PDS where it means the Insurer.

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ShieldCover

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ShieldCover, a division of East West Insurance Brokers Pty Ltd.
ABN 83 010 630 092, Australian Financial Services License No. 230041, acts under a binding authority granted to it by the Insuer of ShieldCover Product, certain Underwriters at Lloyd's.

Refer to the Policy Wording or call us on (07) 3510 9535.

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