



ShieldCare

Product Disclosure & Policy Wording



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 1- Information

About 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 product 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 ShieldCare Policy.

The Insurer

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

About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it.

Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress.

Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world - building resilience for businesses and local communities and strengthening economic growth around the world.

Notices

We will send all notices in relation to the Policy to:

- The Insured's nominated insurance intermediary, until underwriters receive written notice to the contrary from the Insured specified in the schedule; or
- If there is no nominated intermediary, the Insured specified in the schedule, acting on behalf of all the Insureds.

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.

How to contact Us

If You have questions or would like further information about the Policy, You may contact Us at:

Telephone: (07) 3510 9535

Fax: 1300 797 768

Email: hello@shieldcover.com.au

Website: www.shieldcover.com.au

Office: 19 Rosedale Street, Coopers Plains QLD 4108

Broker: through Your appointed Insurance Broker

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

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

Part 2- Rights and Responsibilities

Duty of Disclosure and Duty to take reasonable care to not make a misrepresentation

This Policy is subject to the Insurance Contracts Act 1984 (Act).

Duty of Disclosure

Under that Act You have a Duty of Disclosure. Before You take out insurance under Policy Section 1 (Combined General Liability) or Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance) with Us, You have a duty to tell Us of everything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate.

Your contract of insurance. The duty applies until the policy is entered into, or where relevant, renewed, extended, varied or reinstated (relevant time). If anything changes between when the answers are provided to Us or disclosures are made and the relevant time, You need to tell Us.

Your duty however does not require disclosure of matters that:

- Reduce the risk
- Are common knowledge
- We know or, in the ordinary course of Our business, ought to know; or
- We have indicated We do not want to know

If You do not comply with Your duty of disclosure, We may be entitled to:

- Reduce Our liability for any claim
- Cancel the contract
- Refuse to pay the claim; or
- Avoid the contract from its beginning, if Your non-disclosure was fraudulent

Duty to take reasonable care to not make a misrepresentation

If You decide to select Policy Section 3 (Accident & Sickness), You will be applying for a consumer insurance contract.

Before the contract of insurance is entered into, You have a legal duty to take reasonable care not to make a misrepresentation to the Insurer under the Insurance Contracts Act 1984 (Cth). It is very important that You comply with Your duty, as this may impact on Your insurance cover.

A misrepresentation is an 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.
- 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.

How to apply for this insurance

When You apply for insurance You will need to give Us 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 Schedule confirming the cover that is in place.

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.

Cancellation

The Insured may cancel this Policy by giving notice in writing to Us at any time. Upon cancellation by the Insured, a refund of premium will be allowed pro rata of the premium for the unexpired Period of Insurance.

We may cancel this Policy in any of the relevant circumstances set out in the Insurance Contracts Act 1984 (Cth), such cancellation to take effect within 30 days from the time of notification received by the Insured. Upon cancellation by us, a refund of premium will be allowed pro rata for the unexpired Period of Insurance.

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

Premium

The premium is the amount You pay Us for this insurance. It includes stamp duty, Goods and Services Tax (GST) and any other government charge or levy that applies. Your premium is shown on Your Schedule.

Your premium may be adjusted after the end of the Period of Insurance to take into account the difference between estimates provided to us and actual figured, such as the difference between estimate wages and actual wages.

We will tell You how much You have to pay and how much time You have for payment. You must pay the premium by the due date.

Excess

This is the amount You have to pay if You make a claim under Your Policy. The amount and types of Excess that applies to Your Policy is shown either in Part 4- Your ShieldCare Policy or on Your Schedule.

For some extensions of cover, the Excess that applies may be higher than, or in addition to the one shown in the Schedule. If this is the case this will be stated in the applicable Policy Section.

How to make a claim

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

Attention: ShieldCover

Telephone: (07) 3510 9535

Email: claims@shieldcover.com.au

Post: 19 Rosedale Street

Coopers Plains QLD 4108

Once notified of Your claim, We will provide You with all necessary claim forms. You must complete these forms in full and return to Us along with all other information and documentation that is relevant to Your claim in order to ensure a quick and efficient claims assessment. These may include

and are not limited to any invoices, medical certificates, Medical Practitioner reports and employer reports. A failure to provide relevant information could delay processing of Your 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.

Fraudulent claims

We will not pay if You, any 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.

Complaints

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

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

Attention: Complaints Manager

Email: hello@shieldcover.com.au

Telephone: (07) 3510 9535

Post: 19 Rosedale Street

Coopers Plan QLD 4108

We will acknowledge receipt of Your complaint within 1 business day via phone or email 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 review Your complaint within 10 business days. You will be kept informed of the review of Your complaint every 10 business days.

Lloyd's contact details are:

Lloyd's Australia Limited

Telephone: +61 (0)2 8298 0783

Email: idraustralia@lloyds.com

Post: Level 32,

225 George Street

SYDNEY NSW 2000

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

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

AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 MELBOURNE VIC 3001

Website: www.afca.org.au

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

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

The underwriters accepting this Insurance agree that:

- 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.
- 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.
- 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.

Part 3- Information for policyholders who select the Accidents and Sickness Option

This Part applies to You if:

- A. You have selected the Policy Section 3- Accident and Sickness cover; and
- B. You are:
 - a. An individual; or
 - b. A small business, having:
 - i. In the case of a non-manufacturing business, less than 20 employees; or
 - ii. In the case of a manufacturing business, less than 100 employees.

The amount You pay for Policy Section 3

The amount that We charge You for Policy 3- Accident and Sickness cover is shown on the Schedule. The following table is a guide to that will impact the amount We charge for this cover:

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
Wages	The less the total wages You pay	The more the total wages You pay

Your Excess

The amount of the Excess applying to Policy Section 3 (Accident & Sickness) is shown on Your Schedule. You will need to pay Us this Excess when you make a claim under Policy Section 3 (Accident & Sickness)

Part 4- Your ShieldCare Policy

Important Information

1. About the Product Disclosure Statement and Policy Wording

Where Insurer agree to enter into a Policy, it is a contract between the Insurer and the Insured (see the definition of "Insured" for details of who is covered by this term). The Policy is entered into subject to the payment to the Insurer of the premium by the Insured, including government taxes and charges, and the Policy terms and conditions (including Limits of Indemnity and the Excess).

This Policy is made up of the product disclosure statement ("PDS") and policy wording, any Supplementary PDS We may send You, any endorsements and the schedule (which We issue to confirm the issue of the contract, and which contain additional information specific to the Insured and the Policy).

We will provide cover under those Policy sections shown on the Schedule for the Period of Insurance.

Please read them carefully to ensure that this Policy meets Your requirements. These are all important documents and should be carefully read together and kept in a safe place for future reference.

2. General Provisions

The general definitions and general conditions form part of this policy. Unless otherwise expressly stated this applies to each of the Policy sections, including any extensions of cover or optional covers in those policy sections.

The following sections applies to Policy Section 1 (Combined General Liability) and Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance) only:

- a. General Conditions Policy Section 1 (Combined General Liability) and Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance)
- b. Extensions of cover for Policy Section 1 (Combined General Liability) and Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance)
- c. Exclusions for Policy Section 1 (Combined General Liability) and Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance)

Specific conditions, definitions and exclusions also apply to individual Policy sections and any extensions of cover or optional covers in those Policy sections.

3. Several liability notice

The subscribing Insurers' 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 any reason does not satisfy all or part of its obligations.

General Definitions

The following terms are defined for this Policy and will have the meanings set out below.

1. Act of Terrorism

Means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a. Involves violence against one or more persons
- b. Involves damage to property
- c. Endangers life other than that of the person committing the action
- d. Creates a risk to health or safety of the public or a section of the public
- e. Is designed to interfere with or disrupt an electronic system

2. 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, that results directly, immediately and solely in physical injury.

3. Advertising Liability

Means:

- a. Infringement of copyright of, or passing off of a title or slogan
- b. Unfair competition, piracy or idea misappropriation contrary to an implied contract
- c. Invasion of privacy; or
- d. Defamation, libel or slander

committed or alleged to have been committed during the period of insurance in any advertisement, publicity article, broadcast or telecast arising out of the Insured's advertising activities or any advertising activities conducted on the Insured's behalf, in the course of advertising the Products, goods or services related to those Products.

4. Aircraft

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

5. Circumstances

Means any incident, occurrence, fact or matter which may give rise to a claim.

6. Civil Liability

Means liability of the Insured to any civil cause of action for compensation, based solely on its provision of, or failure to provide, the professional business practice. It does not include any liability, of whatever nature and however arising, for aggravated, punitive or exemplary damages or for civil or criminal penalties, fines or sanctions.

7. Claim

Means any oral or written demand for compensation from a third party which is received by an Insured, including but not limited to a civil proceeding commenced by the service of a statement of claim, writ, complaint or similar pleading, or an arbitration or other alternative dispute resolution proceeding.

8. Claim Expenses

Means all reasonable legal costs and expenses necessarily incurred with Our prior written consent in the investigation, defence and settlement of any claim covered by this policy, except any internal or overhead expenses or costs incurred by an Insured and any salary or remuneration of any employee.

9. Communicable Disease

Means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. The method of transmission whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

10. Compensation

Means monies paid or agreed to be paid by judgment or settlement for:

- a. Personal Injury
- b. Property Damage
- c. Advertising Liability
- d. Medical Malpractice; or
- e. Civil Liability

11. Computer Virus

Means an executable program or computer code segment that is self-replicating, requires a host program or executable segment in which it can be contained, and which destroys or alters the host, program or other computer code or data, causing undesired program or computer system operation.

12. Covered Business

Means the covered business specified in the Schedule.

13. Cyber Incident

Means:

- a. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any information technology system; or
- b. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Information Technology System.

14. Excess

Means the amount the Insured first bears in relation to each claim or Occurrence and is specified in the Schedule, in accordance with each section of this policy. The Excess applies to all amounts payable under this Policy including the indemnity provided under any extensions of cover (unless otherwise stated therein).

15. Earnings

Means:

- a. 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.
- b. If not an employee, the 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.
- c. 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.

16. Employee

Means:

- a. Any person under a contract of service or apprenticeship with the Insured;
- b. Any labour master or person supplied;
- c. Any self-employed person working under contract with the Insured and under its direction; or
- d. Any student or person undertaking work for the Insured under a work experience, or the Insured.

17. Employment Practices

means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment by the Insured.

18. Excess Period

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

19. Family member

Means any spouse, former spouse, partner, parent, child, grandparent, aunt, niece, nephew, cousin or sibling.

20. Fixed Business Expenses

Means regular business expenses the Covered Business has incurred, in the running of the Covered Business for at least 6 months prior to the Temporary Total Disablement of the Insured Person and which continue to be incurred, and are related to the period, while the Insured Person is receiving the weekly benefit payable under Section A – Weekly Benefits, Condition A1.1 or A1.2 of Policy Section 3 (Accident & Sickness).

Fixed business expenses includes:

- a. Employee wages, superannuation, workers compensation premiums, payroll tax
- b. Rent, property rates, electricity, water, gas or telephone charges
- c. Lease payments for equipment or motor vehicles
- d. Cleaning expenses; and
- e. Other expenses that are usual for the covered business's type of business and for which the covered business is entitled to claim as business expenses for income taxation purposes (except depreciation).

Fixed Business Expenses does not include:

- f. Depreciation
- g. Cost of purchase of capital equipment
- h. Personal accounts or expenses
- i. Withdrawals or cash drawings from the business for personal use
- j. Wages, salaries or fees for the Insured Person or the Insured Person's replacement or a replacement for any person who is not an employee of the covered business; or
- k. The cost of stock or merchandise

21. Fixed Business Expenses Benefit

Means the Fixed Business Expenses Benefit specified in the Schedule.

22. Good Samaritan Act

Means treatment administered at the scene of a medical emergency, accident or disaster, by the Insured, who is present either by chance or in response to an S.O.S. call following a disaster.

23. Hovercraft

Means any vessel, craft or device made to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

24. 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.

25. 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; and
- b. which occurs during the Period of Insurance.

26. Insolvency

Means in relation to any Insured:

- a. Being under administration or insolvent, each as defined in the Corporations Act 2001 (Cth).
- b. Having a controller (as defined in the Corporations Act 2001 (Cth)) appointed.
- c. Being in receivership, in receivership and management, in statutory management, in liquidation, in provisional liquidation, wound up, subject to any scheme of arrangement, assignment, composition or other form of moratorium or protection from creditors or in bankruptcy.

- d. Being otherwise unable to pay any debts as and when they fall due; or
- e. Having anything with the same or similar effect happen under the laws of any jurisdiction.

27. Insured/You/Your

Means the person shown on the Schedule noted as the Insured.

28. Insured Person

Means the Insured Persons named or described in the Schedule.

29. Insurer

Means Certain Underwriters at Lloyd's ("Underwriters", "We", "Us" or "Our").

30. Internet Operations

Means:

- a. Transfer of computer data or programs by use of electronic mail systems by the Insured or the Insured's employees, including for the purpose of this definition only, part-time and temporary staff, contractors and others within the Insured's organisation whether or not such data or programs contain any malicious or damaging code, including but not limited to computer virus, worm, logic bomb, or trojan horse;
- b. Access through the Insured's network to the world wide web or a public internet site by the Insured or the Insured's employees, including for the purposes of this definition only, part-time and temporary staff, contractors and others within the Insured's organisation.
- c. Access to the Insured's intranet (meaning internal company information and computing resources) which is made available through the world wide web for the Insured's customers or others outside the Insured's organisation; and
- d. The operation and maintenance of the Insured's website.

31. Inquiry

Means any hearing related to the provision of the professional business practice by an Insured or for representation at any inquest, fatal inquiry or criminal proceedings relating to an occurrence, which from such inquiry or hearing could lead to a claim for compensation being made against the Insured which may be covered under this Policy.

32. Inquiry Costs

Means reasonable legal, assessors, adjusters and expert witness costs incurred with Our written consent but does not include any Insured's or employee's salaries, wages, travel or accommodation expenses.

33. 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. Journey also includes any travel authorised by an employer or trade union for work related purposes. Journey does not include travel which is covered by any statutory workers compensation scheme.

34. Limit of Liability

Means the limit of liability stated in the Schedule.

35. Loss

Means the following for which the Insured is legally liable:

- a. Compensation and/or claimant's costs pursuant to an award or judgment against any insured
- b. Settlements negotiated by Us and consented to by the Insured
- c. Settlements negotiated by the Insured but only with Our prior written consent
- d. Claim expenses
- e. Inquiry costs

But does not include:

- f. Wages, salaries, commission, fees, charges and other form of remuneration or profit to be repaid, lost or foregone by the Insured, as a result of a claim.
- g. Any component of an award or settlement which represents the cost of performance of the Insured's original contractual obligations, non-fulfilment or negligent performance of which has given rise to the claim.
- h. Any aggravated, punitive or exemplary damages or any civil or criminal penalties, fines or sanctions.

For the purpose of the Limit of Liability, sub-limits and other applicable terms and conditions of the Policy, loss also includes all other amounts covered by the policy, including those amounts which are not dependent upon the making of a claim against any Insured.

36. 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.

37. Medical Expenses

Means the costs of:

- a. An ambulance
- b. Hospital accommodation and theatre fees
- c. Orthodics, 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

38. Medical Malpractice

Means the breach of a duty of care or a statutory duty (including but not limited to obligations arising under the Competition and Consumer Act 2010 (Cth) and related or similar legislation) owed solely and specifically to any person admitted to the care of the Insured in the capacity of a person or entity providing the nursing and related professional business practice, other than Medical Services, associated with the conduct of the professional business practice, toward a recipient of those services.

39. Medical Personnel

Means any person, whether authorised and legally licensed to do so or not, who provides Medical Services in connection with the professional business practice or at any premises at which the professional business practice is carried on.

40. 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.

41. Medical Services

Means advice, treatment or other services provided to any person admitted to the care of the Insured, of a sort which may only be provided by a duly qualified and licensed Medical Practitioner.

42. Molestation

Means any assault or abuse of a sexual nature, sexual molestation, indecent exposure, sexual harassment or intimidation, whether such act is the subject of criminal investigation or not.

43. Motor Vehicle

Means any type of machine and attachments thereto including a trailer designed for use on land only, and which travels on wheels or on self - laid tracks and is propelled by other than manual or animal power.

44. North America

Means:

- a. The United States of America and Canada; and
- b. Any state or territory incorporated in, or administered by, the United States of American or Canada.

45. Occupation

Means the Insured Person's usual occupation, business, trade or profession.

46. Occurrence

Means an event, including continuous or repeated exposure to conditions, which results in Personal Injury, Property Damage or Advertising Liability neither expected nor intended from the Insured's standpoint, during the Period of Insurance.

With respect to personal injury or property damage, all such exposure to substantially the same general conditions shall be deemed one occurrence.

With respect to advertising liability all damages involving the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants, shall be deemed to arise out of one occurrence.

47. Period of Insurance

Means the period of insurance stated in the schedule.

48. Personal Injury

Means:

- a. Bodily injury, death, disease, illness, disability, nervous shock, mental anguish or mental injury or loss of consortium

- b. False arrest, false detention, wrongful imprisonment, malicious prosecution or humiliation
- c. Wrongful entry or wrongful eviction or other invasion of privacy
- d. Defamation, liable or slander; and
- e. Assault and/or battery committed by or at the direction of the Insured's whilst engaged in the business and for the purpose of preventing or eliminating danger to persons or property

49. Pollutants

Means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals or waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.

50. 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.

51. Privacy Costs and Owners

Means legal costs and expenses reasonably and necessarily incurred by the Insured's with Our written consent arising out of:

- a. The Insured's defence or investigation of any claim or written complaint made against the Insured for the unintentional breach of any duty of confidentiality owed to any patient arising at law or any unintentional breach of the Privacy Act 1988 (Cth), Health Records & Information Privacy Act 2002 (NSW), Health Records Act 2001 (Victoria) or Health Records (Privacy and Access) Act 1997 (ACT) or similar privacy legislation in any state or territory of the Commonwealth of Australia; and
- b. The Insured's attendance or representation before any Privacy Commissioner, Private Code Adjudicator, Administrative Tribunal or Court in relation to the unintentional breach of any of the above legislation.

Privacy costs and expenses shall not include any internal or overhead expenses of the Insured or the salaries, wages or benefits of any Insured, employee or in-house lawyers or other in-house professional advisers of the Insured.

52. Products

Means any goods or products manufactured, grown, extracted, produced, processed, treated, altered, handled, sold, supplied, distributed, imported, exported, repaired, serviced, installed, assembled, erected or constructed by the Insured (including packaging and containers) in connection with the business in or from the territorial limits, and after it has ceased to be the Insured's property, or in the Insured's custody or legal control.

53. Professional Business Practices

Means the activities conducted by the Insured as specified in the Schedule. It does not include the provision of services as a superannuation trustee in any respect, nor acting in a capacity as a director or officer.

54. Property Damage

Means:

- a. Physical damage to, or loss of or destruction of tangible property, including the subsequent loss of use of that property.
- b. Loss of use and/or loss of value of tangible property that has not been physically damaged, physically lost or physically destroyed provided such loss of use and/or loss of value is caused by physical damage to, physical loss of or physical destruction of other tangible property; and includes denial of access to property, premises, services or facilities, interference with or stoppage of vehicular or pedestrian traffic; and
- c. Trespass, nuisance or interference with right of way or right to light air or water, easement or quasi-easement.

55. 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.

56. Retroactive Date

Means the retroactive date specified in the Schedule.

57. Schedule

means the most recent schedule provided to the Insured for this Policy which sets out details of this Policy and which forms part of this Policy.

58. Scope of cover

Means the scope of cover as set out in the Schedule.

59. 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.

60. Table of Benefits

Means the table of benefits under Section B- Lump Sum Benefit of Policy Section 3 (Accident & Sickness).

61. Temporary Partial Disablement

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

62. 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.

63. Territorial Limits

Means anywhere in the world, except North America, North Korea, Cuba and Iran where the Policy other than:

- a. Products exported to North America; and
- b. Business visits to North America by executives or sales person normally resident in the Commonwealth of Australia or New Zealand.

64. 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.

65. Unauthorised 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.

66. Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction

Means:

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

67. Watercraft

means any vessel, craft or thing made, or intended to float on or in, or travel on or through or under water.

68. We/Our/Us

Means the Insurer, through its agent ShieldCover.

General Conditions for all Policy sections

These conditions apply to all Policy sections unless We state otherwise:

1. Change of Risk

Every change materially affecting the facts or circumstances degree or amount of risk existing at the commencement of this insurance or at any subsequent renewal date shall be notified in writing to Us as soon as such change comes to the notice of the Insured or the Policy owner including their officers or representatives. On receipt of such notice, We may vary the terms of this Policy and/or charge such additional premium as We may determine appropriate in the circumstances.

2. Change to Policy

The terms and conditions of this Policy may only be altered by a written endorsement issued by Us.

3. Heading

Headings have been included for ease of reference, but do not form part of the Policy.

4. Joint Insured

Where the Insured is comprised of more than one legal entity, information supplied to Us shall be deemed to have been furnished by and on behalf of all such entities, and any information supplied to Us or any omission or non-disclosure in relation to any renewal or extension hereof, shall likewise be deemed to have been furnished, omitted or withheld on behalf of all such entities.

5. Subrogation

We waive all rights of subrogation under this Policy against:

- Any corporation or organisation the majority of whose capital stock is owned or controlled by the Insured.
- Any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation or organisation to which or to whom protection is afforded under this policy, except that if such corporation, organisation or person is protected from such loss by any other policy of indemnity or insurance, Our right of subrogation is not waived to the extent and up to the amount of such other policy.

6. Payments in respect to Goods and Services Tax

When We make a payment under this Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that the Insured is, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

When We make a payment under this Policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that the Insured is, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or supply.

7. Reasonable precautions

It is a condition precedent to Our liability under this Policy that the Insured shall, at its own expense:

- Take, and cause to be taken, reasonable precautions to prevent Personal Injury, Property Damage and/or Advertising Liability.

- Comply with all statutory or local authority law, obligations and requirements or equivalent
- Prevent the manufacture, sale or supply of defective Products; and
- Withdraw, inspect, repair, replace, trace, recall or modify any of the Products containing any defect or deficiency of which the Insured has knowledge or has reason to suspect.

8. Liability not to be admitted

The insured shall not admit liability for or offer to or agree to settle any claim without Our written consent. We shall be entitled to take over and defend any Claim with full discretion in the conduct of that Claim.

9. No cover under this Policy

Where the insured is not entitled to be indemnified under this Policy, we owe no duty of any kind and has no liability of any kind to the Insured.

10. Change in legislation

Reference in this Policy to any statute or regulations will be deemed to include subsequent amendments or replacement legislation.

General Conditions Policy Section 1 (Combined General Liability) and Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance)

The following general conditions apply to both Policy Section 1 (Combined General Liability) and Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance) unless We state otherwise:

1. Action against the Insurer

The Insurer shall not be liable unless the Insured and the Insurer have complied fully with all provisions of this Policy nor until the amount of Compensation has been finally determined, either by judgment against the one or more of the Insureds or by written agreement with one or more of the policy owner, Insured, claimant and the Insurer.

2. Assignment

This Policy and any rights thereunder shall not be assigned without Our prior written consent.

Extensions of cover for Policy Section 1 (Combined General Liability) and Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance)

These extensions of cover apply to Policy Section 1 (Combined General Liability) and Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance), on the same terms and in the same manners as in the insuring clauses for these sections.

1. Additional Payments

In addition to the Limit of Liability, We agree to pay the Claim Expenses in the settlement or defence of any Claim for Compensation in respect of which the Insured is entitled to indemnity under this Policy, or if sustained, would be so entitled of any Claim which is the subject of indemnity under the insuring clauses, except:

- Where the Insured's liability exceeds the available Limit of Liability, We shall only pay such proportion of the Claim Expenses as the available Limit of Liability bears to the Insured's liability.
- Where the amount We have paid or incurred as Claim Expenses exceeds the share that We are obliged to pay, the Insured shall upon demand pay to Us the excess amount or alternatively, We may deduct the excess amount from any entitlements the Insured may have at any time under this

Policy; and

- In respect of any Loss or Occurrence in North America, or Losses or Occurrences in respect of which a Claim for Compensation is brought in a court of law in North America, the Limit of Liability specified in the Schedule shall be inclusive of all such additional payments.

2. Claims Preparation Costs

We pay all reasonable and necessary out of pocket costs incurred by the Insured at Our request in the preparation of a defence to a Claim covered by this Policy, up to \$25,000 in the aggregate during any one Period of Insurance (which is included within and not in addition to the Limit of Liability) in respect of all Claims covered by this Policy.

Notwithstanding the Excess specified in the Schedule this extension of cover will be subject to a Excess of \$1,000. Payments provided under this extension of cover, shall not include any Claim Expenses.

3. Claims Preparation Costs

We agree to provide up to \$250 per day for an Insured who is or was an employee of the Insured and \$500 per day for any person who is or was a principal, partner or director of the Insured for court attendance costs incurred by the Insured, if the employee, principal, partner or director of the Insured is legally compelled to attend a civil proceeding as a witness in a claim covered by this Policy.

Our liability provided under this extension of cover shall not exceed \$25,000 in the aggregate for all Insureds during any one period of insurance and shall be part of and not in addition to the Limit of Liability.

4. Estates and legal representatives

We agree to indemnify the estate, heirs, legal representatives or assignees of any Insured who is incapable of managing their own affairs by reason of mental disorder or other incapacity or who is deceased, insolvent or bankrupt, in the same manner and to the same extent that the relevant Insureds would be entitled to be indemnified in respect of Claims made against them. This clause only provides an indemnity in accordance with the insuring clause of Policy Section 1 (Combined General Liability) and Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance) in respect of Claims solely based on the conduct of the relevant Insured. It does not respond where the conduct is that of the Insured's estate, heir, legal representative or assignee.

5. Good Samaritan Acts

We agree to pay on behalf of any Insured in respect of legal liability arising from the rendering of emergency first aid assistance, known as Good Samaritan Acts, to any person other than relatives of the Insured who reside with him/her provided, however, that We shall not be liable where the Insured was acting at the time under a contract of employment with any employer other than the Insured.

Our liability provided under this extension of cover shall not exceed \$5,000 in the aggregate for all Insureds during any one Period of Insurance and shall be part of and not in addition to the Limit of Liability.

6. Inquiries

We will pay on behalf of the Insured the Inquiry Costs which the Insured incurs in preparing for and attending an Inquiry provided that a notice requiring the Insured to attend the inquiry is first served upon the Insured during the Period of Insurance and reported to Us during the Period of Insurance.

Our liability provided under this extension of cover shall not exceed \$50,000 in the aggregate during any one Period of Insurance and shall be part of and not in addition to the Limit of Liability.

7. Public relations expenses

Where the Insured retains the services of a public relations consultant for the sole purpose of protecting the Insured's reputation that has been brought to question as a direct result of a Claim covered by this policy, We agree to pay any reasonable fee, costs and expenses of such public relations consultant. However:

- The Insured must notify Us within 30 days of first becoming aware of the Insured's reputation being brought into question and provide full written details outlining the circumstances surrounding the event; and
- We must have given prior written consent to retain the services of such public relations consultants; and
- Our liability provided under this Extension of Cover shall not exceed \$25,000 in the aggregate for all Insureds during any one period of insurance and shall be part of and not in addition to the limit of liability.

8. Multiple insured, claims and claimants

All Claims arising directly or indirectly out of or in connection with the same source or originating cause shall be considered to constitute a single Claim for the purposes of the Limit of Liability and the Excess.

Exclusions for Policy Section 1 (Combined General Liability) and Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance)

These exclusions apply to Policy Section 1 (Combined General Liability) and Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance), unless specifically stated otherwise.

1. AIDS/HIV

We will not pay anything (including Claims Expenses) in respect of any Claim directly or indirectly arising from or in connection with any condition caused by or associated with Human Immunodeficiency Virus (HIV) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in any way related to the Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind however named.

2. Asbestos

We will not pay anything (including Claims Expenses) in respect of any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from asbestos or asbestos products or asbestos contained in any Products.

However, this exclusion does not apply to actual or alleged loss, cost, expenses or liability where such loss, cost, expense or liability is not related to asbestos content of goods, materials or Products or completed operations.

3. Communicable Disease

Notwithstanding any provision to the contrary within this policy, this Policy does not cover all actual or alleged loss, liability, damage, Compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this policy, loss, liability, damage, Compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

4. Contractual Liability

We will not pay anything (including Claims Expenses) in respect of any liability or obligation assumed by the Insured under any agreement or contract except to the extent that:

- The liability or obligation would otherwise have been implied by law.
- The liability or obligation arises from a provision in a contract for lease of real or personal property other than a provision which obliges the Insured to effect insurance or provide indemnity in respect of the subject matter of contract.
- the liability or obligation is assumed by the Insured under any warranty under the requirement of Federal or State legislation in respect to product safety
- The liability or obligation arises from a provision in a written contract with any public utility for the supply of water, gas, electricity, fuel, sewerage or waste removal services, telephone and communications services, except contracts with such suppliers for the performance of work by the Insured; or
- The liability or obligation arises from a provision in a written contract with any railway authority, railway company or other independent carrier for the loading, unloading and/or transport of the Insured's Products, including any such contracts relating to the operation of railway sidings.

5. Deliberate acts

We will not pay anything (including Claims Expenses) in respect of any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to, by or arising from:

- Any deliberate act or omission of the Insured or their employee and which could reasonably have been expected, having regard to the nature and circumstances of such an act or omission; or
- Any wilful breach of any statute, contract or duty by the Insured

6. Electromagnetic fields

We will not pay anything (including Claims Expenses) in respect of any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to, by or arising from electromagnetic fields (EMF) or electromagnetic interference (EMI).

7. Fraud and dishonesty

We will not pay anything (including Claims Expenses) in respect of any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to, by or arising from any actual dishonest, fraudulent, criminal, wilful or malicious conduct of any Insured.

8. Injury to employees

We will not pay anything (including Claims Expenses) in respect of any liability to indemnify or pay Compensation arising out of:

- Personal Injury where any Insured or employee is indemnified or entitled to be indemnified under any policy of insurance required to be taken out pursuant to any legislation relating to workers' compensation, whether or not the Insured is a party to such contract of insurance.
- Any scheme created by legislation to provide compensation to persons who sustain personal injury arising out of or in the course of their employment; or
- Any claim for Employment Practices.

This Policy shall not be drawn into contribution with such insurance or scheme. This Exclusion does not apply with respect to liability of others assumed by the Insured under any written contracts.

However, if the Insured:

- Is required by law to insure or otherwise fund, whether through self-insurance, statutory fund or other statutory scheme, all or any common law liability (whether limited or not) for personal injury; or
- Is not required to so insure or otherwise fund such liability by reason only that the personal injury is to a person who is not a 'worker' or 'employee' within the meaning of the relevant workers' compensation law or the personal injury is not an injury which is subject to such law

then Section 1 of this Policy will cover liability for Personal Injury to the extent that the Insured's liability would not have been covered under any such fund, scheme, policy of insurance or self-insurance arrangement had the Insured complied with its obligations pursuant to such law.

9. Liquidated or punitive damages

We will not pay anything (including Claims Expenses) in respect of any liability or Claim arising out of, based upon, attributable to or as a consequence of:

- Fines, taxes, penalties, treble or other multiple compensatory damages, exemplary, punitive, liquidated or aggravated damages; or
- The return, restitution, or offset of fees, expenses or costs paid to an Insured; or
- Any other damages deemed uninsurable in law.

10. Molestation

We will not pay anything (including Claims Expenses) in respect of any claim arising from actual or alleged molestation.

11. Mould

This insurance does not cover any liability whatsoever arising directly or indirectly out of or resulting from or in consequence of, or in any way involving:

- a. The actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores, or mycotoxins of any kind.
- b. Any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigation, testing for, detection of, monitoring of, treating, remediating or removing such fungi, mould, spores or mycotoxins; or
- c. Any government or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or for dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treat, remediating or removing such fungi, moulds, spores or mycotoxins

12. Other Insurance

We will not pay anything (including Claims expenses) in respect of any Claims where the Insured is entitled to indemnity under another policy of insurance, to the extent permissible at law.

13. Radioactive Contamination and Explosive Assemblies

We will not pay anything (including Claims Expenses) in respect of:

- Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss; or
- Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

14. War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

15. Terrorism

We will not pay anything (including Claims Expenses) in respect of any loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any:

- Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- Action in controlling, preventing, suppressing or in any way related to any Act of Terrorism

Policy Section 1 (Combined General Liability)

Insuring Clause

The Insurer, subject to the terms and conditions of this policy, will indemnify the Insured for all amounts which the Insured becomes legally liable to pay as compensation arising out of:

- Personal Injury
- Property Damage; or
- Advertising Liability

happening during the Period of Insurance within the Territorial Limits as a result of an Occurrence in connection with the business or Products.

Limits of Liability

The Insurer's liability, in respect of all compensation for:

- Public Liability
- Products Liability; and
- Advertising Liability

under this Policy as a result of any one Occurrence and in the aggregate where applicable, shall not exceed the Limits of Liability specified in the Schedule.

Extension of Cover for Policy Section 1 (Combined General Liability)

In addition to the Extensions of Cover- Section 1 and 2, the following cover is automatically provided on the same terms and in the same manner as in the insuring clause for Policy Section 1 (Combined General Liability) for the features described below, except as stated. Each feature is subject to all provisions of this Policy, including any additional terms stipulated in connection with it, and no feature shall increase Our Limit of Liability unless expressly stated otherwise.

1. Claims Series Clause

- an occurrence or series of occurrences which are attributable directly or indirectly or allegedly to the same event, condition, defect or hazard or failure to warn shall be added together and treated as one occurrence, irrespective of the period of time after the commencement of the Period of Insurance or the number of persons or entities that sustain Property Damage and/or Personal Injury.

- All such occurrences shall be deemed to have occurred on the day of the first of such Occurrences.
- The Limits of Liability specified in the Schedule are non-cumulative.
- We shall not indemnify the Insured for any liability of whatsoever nature in connection with Personal Injury or Property Damage where such Personal Injury or Property Damage is in any way connected with or related to an Occurrence or events or circumstances, whether of a continuous, intermittent or repeated exposure, which had occurred or commenced or existed prior to the date of inception of this Policy.

2. Dishonesty

Notwithstanding the "Fraud and dishonesty" in section 7 of the Exclusions for Policy Section 1 (Combined General Liability) and Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance), We agree to reimburse the Insured for reasonable legal costs and expenses necessarily incurred with Our prior written consent, in successfully defending any action or allegation, where the Insured has been accused of theft of any property, by a client of the Insured provided that:

- The Insurer has the right at any time to take over the defence on behalf of the Insured; and
- No indemnity is available where the dishonest was proven to be correct.

Our liability provided under this extension of cover shall not exceed \$25,000 in the aggregate during any one Period of Insurance and shall be part of and not in addition to the Limit of Liability.

3. North America

The insurer will indemnify the Insured against their legal liability to pay compensation (including claimants costs' expenses and defence costs) in respect of injury or damage which occurs in the United States of America or Canada including their territories and protectorates arising from sales offices, exhibitions and/or travelling executives.

The following conditions apply to this extension of cover:

- This policy excludes legal liability arising out of:
 - Personal injury or property damage, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
 - Costs to remove, nullify or clean up seeping, polluting or contaminated substances.
 - Fines, penalties, punitive or exemplary damages.
- The maximum amount the Insurer will pay is the Limit of Liability stated in the Schedule for any one Occurrence including claimants' costs, expenses and defence costs.
- The Insurer shall not be liable for any amount shown as a specified Excess in the Schedule for this United States of America and/or Canada sales operation extension.
- This Policy shall not apply to nor indemnify any Insured domiciled and/or registered in the United States of America or Canada including their territories and protectorates, other than in respect of sales offices, exhibitions and/or travelling executives unless prior agreement has been received from the Insurer.

4. Overseas personal liability

The Insurer will indemnify the Insured for legal liability incurred in connection with the business which may be deemed to include any liability incurred in a personal capacity by an employee or director (including the spouse or any Family Member of any such person while accompanying such employee or director) whilst travelling outside his or her country of domicile in connection with the business, provided that the employee or director is not entitled to indemnity under any other policy of insurance, self-insurance or deductible program effected in the Insured's name.

Specific exclusions for Policy Section 1 (Combined General Liability)

In addition to the exclusions set out in Exclusions for Policy Section 1 (Combined General Liability) and Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance), the following exclusions will apply to Policy Section 1 (Combined General Liability).

The Insurer will not be liable under this Policy in respect of:

1. Advertising Liability

Advertising Liability directly or indirectly caused by, in connection with or contributed to, by or arising from:

- Failure of performance of contract, but this shall not relate to Claims resulting from unauthorised appropriation of ideas based upon alleged breach of an implied contract.
- Incorrect description of any article or commodity; or
- Mistake in advertised price.

2. Aircraft products

Any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any of the insured Products which, with the Insured's knowledge, are intended for incorporation into any critical part, the structure, machinery or controls of any Aircraft.

3. Aircraft, Watercraft, Hovercraft

Any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the ownership, maintenance, possession, use or operation, loading or unloading, of any Aircraft, Watercraft or Hovercraft (other than Watercraft not exceeding 15 meters in length for use on inland or coastal waters).

4. Custody and control

The Insurer will not be liable under this Policy in respect of any property damage to property owned by, hired to or in the custody or control of the insured or any employee or any party acting on behalf of the Insured, other than:

- Guests', visitors', directors', officers', employees' or partners' personal effects.
- Motor vehicles in a car park, unless the car park is owned or operated by the Insured for reward
- Premises at which the insured is undertaking work in connection with the business.
- Any building (including its fixtures and fittings) leased, hired or rented to the Insured provided the Insurer shall not be liable in respect of liability assumed by the Insured under a tenancy or other agreement which would not have attached in the absence of such agreement; or
- Other property in the Insured's charge or control (except while undergoing any process or being worked upon) for which the Insured has not assumed any responsibility to obtain insurance,

subject to a limit of \$250,000 in the aggregate during any one Period of Insurance.

5. Information technology hazards

Any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from:

- The Insured Internet Operations; or
- Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
 - The use of any computer hardware or software
 - The provision of computer or telecommunication services by the Insured or on the Insured's

behalf; or

- The use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any Computer Virus.

However, this exclusion does not apply to:

- Personal Injury, Property Damage or Advertising Liability arising out of any material which is already in print by the manufacturer in support of any of its Products, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site; or
- liability which arises irrespective of the involvement of the Insured Internet Operations.

6. Motor Liability

Any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to, by or arising from the use of a Motor Vehicle owned by, or in the physical or legal control of any Insured:

- Which is required by law to be registered; or
- In respect of which insurance is required by virtue of any legislation

However, this exclusion does not apply to:

- A Motor Vehicle (other than a Motor Vehicle owned or used by or on behalf of the insured) whilst that motor vehicle is in a car park owned or operated by the insured other than for income or reward as a car park operator.
- Personal Injury or Property Damage occurring during the loading or unloading of a Motor Vehicle caused by or arising from the collection or delivery of any goods from or to the Motor Vehicle where such Personal Injury or Property Damage occurs beyond the limits of any carriageway or thoroughfare, and where applicable legislation does not require insurance against such liability.

7. Pollution

Any liability arising out of:

- Personal Injury or Property Damage directly or indirectly caused by, in connection with or contributed to by or arising from the discharge, seepage, migration, dispersal, release or escape of pollutants into or upon any property, land the atmosphere or any watercourse or body of water (including ground water).
- Personal Injury or Property Damage directly or indirectly caused by, in connection with or contributed to by or arising from the discharge, seepage, migration, dispersal, release or escape of pollutants caused by any product that has been discarded, dumped, abandoned or thrown away by others.
- The cost of removing, nullifying or cleaning up pollutants; or
- The cost of preventing the escape of pollutants.

Except the first and third dot points above shall not apply where the claim arises from a sudden identifiable, unintended and unexpected event from the Insured standpoint which takes place in its entirety at a specific time and place during the Period of Insurance and occurs outside of North America. However, the total aggregate limits of liability during any one Period of Insurance shall not exceed the Limits of Liability.

8. Professional, Treatment risk and Medical Malpractice

Any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the rendering or failure to render and/or administer care services, professional advice or service by an Insured, or any error or omission in connection therewith.

For the purpose of this exclusion:

- "Professional advice or service" means advice or services provided as part of the Covered Business

- "Professional experience" means the lawful and effective practice of the relevant profession
- "Professional qualifications" includes qualifications or professional experience

9. Repair and replacement

Any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from:

- The cost of rectifying defective work carried out by or on behalf of the Insured.
- Property Damage to any of the Insured's Products causing personal injury or property damage; and
- The costs or expenses of recalling, removing, repairing, recovering, altering or replacing the Insured's Products arising from a defect in or an error in connection with the sale or supply of such Products or the guaranteed performance of the Insured Products or the unsuitability thereof for the use for which they are supplied.

10. Specific products and substances

Any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from:

- Urea formaldehyde
- Silicon based human implants
- Contraceptives and Mifepristone (RU 486)
- Human biological materials including extracts thereof (e.g. blood, plasma, plasmaproteins, immunoglobulins, cells, tissue, organs, urine, excretions, etc...)
- Genetically modified seeds or organisms
- Vaccines
- Application or use of polychlorinated biphenyls including polychlorinated biphenyl generated dibenofurans and dioxins
- Tobacco and tobacco related products
- The manufacture or supply of all pharmaceutical active ingredients including medical implants; or
- DES and orally taken oxychinoline

General Conditions for Policy Section 1 (Combined General Liability)

The following conditions apply to Policy Section 1 (Combined General Liability)

1. Actions against Us

We shall not be liable unless the Insured has complied fully with all provisions of this Policy nor until the amount of Compensation has been finally determined, either by judgment against the Insured or by written agreement with the Insured, the claimant and Us.

The Insured shall make a definite claim for any Personal Injury, Property Damage or Advertising Liability for which We may be liable within a reasonable time after such final determination.

2. Assignment

No assignment of interest under this Policy shall bind with Us until Our consent is endorsed herein. However, should any Insured die or be adjudged bankrupt or insolvent, We will consent to the assignment of this Policy to such Insured's legal representative provided that written notice is given to Us within a reasonable time after the date of such death, bankruptcy or insolvency.

3. Claims assistance and cooperation

The Insured must assist and cooperate with Us fully and promptly in relation to a Claim, including:

- Supplying Us with all information and assistance We may reasonably require

- Allowing Us to negotiate, defend or settle the Claim:
 - In the Insured's name and on the Insured's behalf; or
 - In the name of and on behalf of any other party covered by the Insured's policy.
- Sending to Us any Claim, writ, summons, or full details of other relevant legal or other proceedings such as an impending prosecution or inquest the Insured receives or becomes aware of; and
- As far as possible, preserve any Product, appliance, plant or other items which might prove necessary or useful as evidence until We have had an opportunity of inspection.

4. Control of Claims

- The insured shall not, without Our written consent, admit or repudiate liability, negotiate or make any offer, promise or payment in connection with any Claim.
- We shall be entitled, but not obligated, to take over and conduct in the Insured's name, the defence or settlement of any claim or to prosecute in the name of the insured at its own expense and for its own benefit any Claim, for indemnity or damages or otherwise against any persons, and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim.
- The Insured shall give all such information and assistance as We may require.

5. Cross liability

Subject to section 4 'Joint Insured' of the General Conditions for all Policy sections, when an Insured consists of more than one party, the Insured shall be considered as a separate insured as though a separate policy had been issued to each of the said parties, but nothing herein contained shall operate to increase Our Limits of Liability.

6. Discharge of any liability

We may at any time pay the limits of liability (after deduction of sum or sums already paid), or any lesser sums for which any claim or claims can be settled and shall then be under no further liability in respect thereof except for the payments incurred prior to such payment under section 1 'Additional Payments' of the extensions of cover for Policy Section 1 (Combined General Liability) and Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance).

7. Inspection and Audit

We shall be permitted but not obligated to inspect the Insured's property and operations at any reasonable time. Neither Our right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of an Insured or others to determine or warrant that such property or operations are safe or healthy, or are in compliance with any law, rule or regulation.

We may examine and audit the Insured's books and records at any time during the Period of Insurance and within three years after the final termination of the policy, as far as they relate to the subject matter of this insurance.

8. Notice and proof of claim

Upon the discovery of any Personal Injury, Property Damage or Advertising Liability loss or circumstance giving rise or which may give rise to a claim (whether or not the Insured believes the claim amount might fall below the applicable Excess) under this Policy, the Insured shall:

- Give notice in writing to Us as soon as practicable after the Insured becomes aware of such Loss or circumstance and within 30 days thereafter provide, at the Insured's own expense, a written statement detailing all relevant information.
- Advise of the cause and the amount of loss and any other proof or information with respect to the claim that may be reasonably required.
- Furnish to Us details of any other insurance covering or which may cover the same loss.

- Take reasonable steps to prevent further loss; and
- At all reasonable times permit Us or Our agents to inquire into, investigate and examine the circumstances of any Loss.

9. Premium

Unless otherwise stated, the premium is adjustable. The Insured shall, within 60 days after the expiry of each Period of Insurance, provide such information as We may require to adjust the premium.

Any difference in premium shall be paid by or allowed to the Insured, provided that the adjusted premium will not be less than any minimum premium specified in the Schedule. The Insured shall at all times allow Us to inspect such records.

10. Proper law and jurisdiction

- The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Australian law.
- In the event of any dispute arising under this Policy including, but not limited to, its construction and/or validity and/or performance and/or interpretation, the Insured will submit to the exclusive jurisdiction of any competent court in the Commonwealth of Australia.

Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance)

Section 2 only forms part of this Policy when the Professional Indemnity/Medical Malpractice Insurance Section is shown in the Schedule and is limited to the Period of Insurance indicated.

Insuring Clause

Subject to the terms and conditions of this Policy, We agree to pay, on behalf of the Insured, Loss arising from any Claim, first made against the Insured and notified to Us during the period of insurance, in respect of:

- Medical Malpractice; and
- Civil Liability

Committed or alleged to have been committed by the Insured or for which the Insured is responsible, in the conduct of the Professional Business Practice.

Limits of Liability

Our total liability toward any and all Insured in respect of all Loss, directly or indirectly arising out of or in connection with:

- Any single Claim
- All Claims referable to the Period of Insurance; and
- All Losses otherwise covered under the Policy

shall not exceed the respective Limit of Liability or other applicable sub-limit prescribed in the Policy and/or Schedule and shall apply only to the amount by which such loss exceeds the prescribed amount of the applicable Excess. For the purposes of application of the Limit of Liability and the Excess, all claims arising directly or indirectly out of or in connection with the same source or originating cause shall be deemed to be a single Claim.

Claims Made

Cover under this Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance) is provided on a 'claims made' basis. This means that the incident which is the subject of a claim must be first discovered in the Period of Insurance. This applies irrespective of the date the event giving rise to the incident or Claims actually occurred. Claims related to this Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance) must be notified to the Us during the Period of Insurance that the incident is first discovered.

Extension of Cover for Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance)

In addition to the Extensions of Cover- Section 1 (Combined General Liability) and 2 (Professional Indemnity/Medical Malpractice Insurance), the following cover is automatically provided on the same terms and in the same manner as in the insuring clause for Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance) for the features described below, except as stated. Each feature is subject to all provisions of this Policy, including any additional terms stipulated in connection with it, and no feature shall increase Our Limit of Liability unless expressly stated otherwise.

1. Legal Representative Expenses

We agree to pay to or on behalf of the Insured any legal representation costs resulting directly from the attendance by the Insured at any investigation.

This extension applies only if:

- The Insured is legally compelled to attend the investigation; and
- The notice or process requiring the Insured to attend or answer questions is first served during the insurance period
- The Insured's attendance is required because of the Insured's conduct in the policyholder's professional business
- The Insured notifies Us during the insurance period that the Insured is legally compelled to attend the investigation
- The investigation is not being held outside Australia
- Our consent is obtained before the legal representation costs are incurred, and
- At Our option, We can nominate the legal advisers to represent the Insured

The Limit of Liability listed in the Schedule for this extension of cover applies to all claims covered under this extension, inclusive of Claim Expenses, and costs and expenses, are in the aggregate.

Notwithstanding the Excess specified in the Schedule this extension will be subject to a Excess of \$25,000 inclusive of defence costs.

2. Loss of documents

Notwithstanding the "Personal injury/property damage" exclusion in the Specific exclusions for Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance), We agree to indemnify the Insured in respect of:

- Any Civil Liability Claim made against the Insured for loss, damage or destruction of any documents and/or computer records belonging to the Insured or for which the Insured is legally responsible, where the loss, damage or destruction occurs in the provision of the Professional Business Practice after the Retroactive Date; and
- All reasonable costs and expenses incurred by the Insured in replacing and/or restoring such documents.

However, We shall only be liable under this extension:

- Where any such loss, damage or destruction is notified to Us within the Period of Insurance and rectification of which is undertaken as soon as practicable by the Insured with Our prior written consent, such consent not to be unreasonably withheld.
- For any claim, cost or expense under this extension directly or indirectly arising out of or in connection with Computer Virus, operational wear and tear or gradual deterioration however caused.
- For any claim, cost or expense under this extension directly or indirectly arising out of or in connection with any loss of money, financial instruments (including shares), bearer bonds, coupons, stamps, bank or currency notes.

The Limit of Liability listed in the Schedule for this extension of cover applies to all claims covered this extension, inclusive of Claim Expenses, and costs and expenses are in the aggregate.

Notwithstanding the Excess specified in the Schedule this extension will be subject to a Excess of \$5,000.

3. Public Relations Expenses

Where the Insured retains the services of a public relations consultant for the sole purposes of protecting the Insured's reputation that has been brought to question as a direct result of a claim covered by the Policy, We agree to pay any reasonable fee, costs and expenses of such public relations consultant, provided that always:

- You must notify Us within thirty (30) days of first becoming aware of Your reputation being brought into question and provide full written details outlining the circumstances surrounding the event; and
- We must have given prior written consent to retain the services of such public relations consultants.

The limit of liability listed in the schedule for this extension applies to all claims covered under this extension, inclusive of claim expenses, and costs and expenses are in the aggregate.

Notwithstanding the Excess specified in the Schedule this extension will be subject to an Excess of \$5,000.

4. Statutory Liability Defence Costs

We will pay on behalf of the Insured to the extent permitted by law:

- a. A penalty payable by the Insured as a result of a criminal or civil proceeding in respect of an offence under an Act which proceeding:
 - i. Is served upon the Insured while this Policy is in force; and
 - ii. We are told about in writing as soon as reasonably practicable while this Policy is in force; and
 - iii. Arises from an act, error or omission on or after the Retroactive Date specified in the Schedule which occurred in the provision of healthcare services.
- b. Statutory liability defence costs incurred in connection with proceedings specified in paragraph (a) above.

We do not cover penalties, (or Losses or liabilities) or any costs associated with any action or proceeding arising out of the alleged failure of the Insured to comply with any lawful consent, demand, determination, memorandum, notice, order, schedule or the like issued under an Act.

We reserve the right to recover any statutory liability defence costs paid under this extension from the Insured on whose behalf or for whose benefit statutory liability defence costs were paid

in the event and to the extent that the Insured makes an admission in writing of any fraudulent, dishonest, malicious or intentional conduct, or it is subsequently established, directly or indirectly, by judgment or other final adjudication, that the Insured was not entitled to cover under this Policy.

The Excess applicable to this extension of cover is \$2,500 for each and every penalty inclusive of Statutory Liability Defence Costs.

This Cover is subject to an aggregate sub-limit of liability as specified in the Schedule.

5. Complaints & Investigation Costs

We will pay on behalf of the Insured necessary and reasonable fees, costs and expenses incurred by the Insured in responding to or defending:

- An Inquiry, inquest, investigation or complaint
- A criminal Inquiry, investigation or proceeding; or
- A coronial Inquiry or inquest

brought by or before an entity which has jurisdiction to investigate and determine an outcome for the complaint or investigation, including a registration board, tribunal or complaints unit.

We will pay on behalf of the Insured:

- All amounts payable by the Insured under orders or determinations of compensation made by the body; and
- Any defence costs in respect of the complaint or investigation
- This cover is subject to a limit of \$25,000 in the aggregate sub-limit of indemnity as specified in the Schedule

6. Court attendance costs

We will pay the Insured for the cost of attendance for any person described in (i) below who attends court as a witness in connection with a Claim notified to the Insurer and which the Insurer has confirmed is covered under this Policy:

- i. For any employee \$250 per day

Any payment made under this clause shall be deemed to be a payment of defence costs under the Statutory Liability Defence Costs. This extension is subject to a Limit of Liability of \$25,000 in the aggregate.

No Excess shall apply to this extension.

7. Medicare & Private Health Insurer

We will pay on behalf of the Insured reasonable fees, costs and expenses incurred by the Insured as a result of a complaint which is commenced, commissioned or ordered and notified to the Insurer in the Period of Insurance in relation to a Private Health Insurer (registered under the Private Health Insurance Act 2007) or a Medicare compliance audit or review or a Professional Services Review including any alleged dishonest, fraudulent or criminal act, error or omission.

8. Reporting a Healthcare professional

We will pay on behalf of the Insured reasonable fees, costs and expenses incurred by the Insured as a result of a Complaint which is commenced, commissioned or ordered and notified to the Insurer in the Period of Insurance that arises from the Insured reporting an incident, healthcare professional, person or entity to a professional or statutory body or area health authority where the Insured was required to do so as result of an obligation imposed by law or in the public interest.

Specific exclusions for Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance)

In addition to the exclusions set out in exclusions for Policy Section 1 (Combined General Liability) and Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance), the following exclusions will apply to Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance). The Insurer will not be liable under this Policy in respect of:

1. Abnormal duty

Any Claim directly or indirectly arising from or in connection with any duty or obligation assumed by the Insured, which is not assumed in the normal conduct of the professional business practice.

2. Commercial risks

Any Claim arising from or in connection with any trading debt incurred by the Insured.

3. Directors and officers

Any Claim directly or indirectly arising from or in connection with any Insured acting in the capacity of a director or officer of a company, association or other legal entity.

4. Insolvency

Any Claim made against the Insured, where all or part of such claim is directly or indirectly based upon or attributable to the insolvency of the Insured or the suppliers of the Insured.

5. Intoxicants and drugs

Any claim directly or indirectly arising from or in connection with conduct or activities of any Insured while under the influence of intoxicants and/or drugs or any Medical Malpractice or other failure to carry out the Professional Business Practice(s) competently or at all due to such influence, if such behaviour took place with the knowledge of a principal, partner, director, or supervisor of the Insured.

6. Licensing inquiries

Any prosecution, inquiry, hearing, commission or other investigation in relation to any Insured failing to be properly licensed, registered or accredited to provide Professional Business Practice as required by any Acts, rules, regulations or industry codes of practice.

7. Manufacturing/efficacy/faulty workmanship

Any claim, loss or other amount comprising, directly or indirectly arising out of or in connection with:

- The repair, replacement, diminished utility or lack of efficacy for their intended purpose of any goods designed, manufactured, imported, sold, constructed, installed, distributed, treated, serviced, altered, repaired or supplied by the Insured.
- The cost of remedying any defect in any goods designed, manufactured, imported, sold, constructed, installed, distributed, treated, serviced, altered, repaired or supplied by the Insured.
- Any cost of or expense incurred in withdrawing a Product or good from sale or recalling any Product or good; or
- Any elements of any Insured's own costs or profit that may be included in the cost of rectifying any defects in work performed by or on behalf of an Insured.

8. Medical personnel/ medical services

Any claim directly or indirectly arising from or in connection with any Medical Services or other act, error or omission of any Medical Personnel.

9. Money and financial instruments

Any claim directly or indirectly arising from or in connection with any loss of money, financial instruments (including shares), bearer bonds, coupons, stamps, bank or currency notes.

10. Owners and occupiers liability

Any claim directly or indirectly arising from or in connection in any way whatsoever with the occupation, leasing or ownership of any real or other property (whether mobile or immobile) by any Insured.

11. Personal injury/property damage

Any:

- Liability for Personal Injury suffered or incurred by any entity or person; and/or
- Any loss of property or Property Damage

Except and only to the extent that such Personal Injury or Property Damage has resulted or is alleged to have resulted solely from Medical Malpractice committed or alleged to have been committed in the conduct of the Professional Business Practice.

12. Prior and pending

Any claim made against or in any way intimated to the Insured prior to the commencement of the Period of Insurance or directly or indirectly arising from or attributable to:

- Any facts or circumstances of which the Insured was aware or of which a reasonable person in the circumstances would have been aware, prior to the commencement of the Period of Insurance, as matters out of which a claim against any Insured might arise.
- Any facts or circumstances reported to an Insurer under any insurance policy entered into before the commencement of the Period of Insurance; or
- Any facts disclosed to any Insurer in any proposal for insurance prior to the commencement of the Period of Insurance.

13. Procedures

Any claim made for procedures in any way connected with the following:

- Dry needling and/or acupuncture or any other equivalent procedure
- Drug & alcohol rehabilitation care
- Any duty or obligation assumed by the Insured, which is not assumed in the normal conduct of the Healthcare Services and/or are medical services which require a consultation from a Medical Practitioner
- An Insured's failure to be properly licensed, registered, or accredited to provide professional services as required by any applicable legislation, rules, regulations, or industry codes of practice

14. Related entities

Any Claim made against the Insured by or on behalf of:

- Any Insured, business venture or related entity of any Insured which is owned, managed or operated directly or indirectly by any Insured; or
- Any person who at the time of the conduct giving rise to the Claim, is a Family Member, unless such person is acting without the co-operation or solicitation of any Insured
- Any parent or controlling entity, successor or assign of any Insured; or
- Any other person or entity, including but not limited to a trustee:
 - Who or which is controlled or operated by any Insured; or
 - Where any Insured has a direct or indirect financial interest, including but not limited to where any Insured is a beneficiary of a trust.

15. Retroactive Date

Any claim directly or indirectly arising from or in connection with any conduct, act, error or omission which has taken place or is alleged to have taken place prior to the Retroactive Date.

16. Royal Commission

Any claim or complaint directly or indirectly arising from or connected to a Royal Commission.

17. Superannuation trustee

Any claim directly or indirectly arising from or in connection with conduct of any Insured in the capacity of a superannuation trustee, including but not limited to in connection with any employee benefit plan or superannuation fund.

18. North America Exposure

- Any claim directly or indirectly arising out of or in connection with conduct of any Insured anywhere within North America.
- Any legal proceedings which are brought before any court or tribunal having actual or purported jurisdiction within North America.
- The enforcement of any judgment, order or award in or in connection with any proceeding brought before any court or tribunal having actual or purported jurisdiction within North America.
- Any claim which is pursued by way of arbitration, mediation, conciliation, expert determination or any other form of alternative dispute resolution procedure taking place within or under the jurisdiction of North America, or for the recovery of any award or costs issued or incurred in connection with any such procedure.

Additional Conditions for Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance)

In addition to the General Policy Conditions and General Claim Conditions, the following additional conditions apply to Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance).

1. Excess

Our obligation to pay loss (including compensation and claim expenses) in connection with any claim, or other amount under this policy, shall only be in excess of the Excess as stated the Schedule or as otherwise stated in this Policy.

The Excess shall be paid by the Insured and shall be applicable to each claim and shall include loss and Claim Expenses. The Excess will be the first amount borne by the Insured and shall remain uninsured.

Where We make a payment in relation to a claim which includes payment of part or all of the Excess the Insured shall, within 30 days of being notified from us, reimburse Us for the amount of the Excess paid by us.

2. Medical Personnel insurance

It is a condition precedent to the right of the Insured to be indemnified under this Policy that the Insured shall ensure that, and record the basis of its assurance that, any and all medical personnel who provide services for or on behalf of, are employed by or utilise the facilities of the Insured are members in good standing of a Medical Defence Organisation recognised by the Australian Medical Association and regulated by the Australian Health Practitioner Regulation Agency (AHPRA) or are otherwise fully insured against all liability for their professional acts, errors, omissions and/or negligence.

3. Nursing Staff

It is a condition precedent to the right of the Insured to be indemnified under this Policy that the Insured ensure that, and record the basis of its assurance that, any and all nursing staff who provide services for or on behalf of are employed by or utilise the facilities of the Insured are fully qualified, registered and licensed to perform all relevant activities as required by applicable legislation.

4. Records

Each Insured shall at all times:

- Maintain accurate descriptive records of all services and equipment used in procedures which shall be available for inspection and use by Us or Our duly appointed representatives insofar as they pertain to any claim hereunder.
- Retain the records referred to in section 2 (Medical personnel insurance) and section 3 (Nursing staff) of the Additional Conditions for Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance) for a period of at least seven (7) years from the date of treatment and, in the case of treatment of a minor, for a period of at least seven (7) years after that minor would attain majority.
- Give Us or Our duly appointed representatives such information, assistance, signed statements or depositions as We may require; and
- Assist in the defence of any claim without charge to Us.

5. Severability and non-imputation

Where this Policy insures more than one party, the application for insurance is construed as a separate application by each Insured. When determining whether coverage is available under this Policy:

- Any failure by the Insured to comply with the duty of disclosure shall not be imputed to any other insured, where the other Insured is innocent of and had no prior knowledge of the failure; and
- For the purposes of the exclusions, no facts pertaining to, conduct of or knowledge possessed by an Insured shall be imputed to any other Insured.

6. Worldwide territorial/jurisdictional limits

Subject to the terms and conditions of the Policy (including but not limited to exclusion 18 (North America exposure) of the specific exclusions for Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance) and anything specified to the contrary in the schedule, this Policy shall apply to:

- Conduct committed, attempted or alleged to have been committed or attempted, anywhere in the world
- Claims made and actions brought anywhere in the world except for North Korea, Cuba or Iran

If the Schedule specifies a Territorial Limit, then coverage under this Policy is restricted to the specified limits. However, that specified limit does not restrict the operation of exclusion 18 (North America exposure) of the specific exclusions for Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance).

Claim Conditions for Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance)

In addition to the General Claim Conditions, the following additional conditions apply to Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance).

1. Advance payment of claim expenses

We will advance the Claim Expenses incurred by an Insured in the defence of a Civil Liability Claim, as they are incurred and prior to the final adjudication of the Claim, where:

- Indemnity under this Policy is confirmed in writing by us; or
- At Our absolute discretion, without admitting indemnity, We agree to advance such Claim Expenses.

All such payments shall be repaid to Us by the Insured (or where more than one Insured has received such payments, by such Insured severally and according to their respective interests) in the event and to the extent that the Insured is not entitled to payment of such Claim Expenses under the terms and conditions of this Policy.

2. Allocation

If both loss covered by this Policy and loss not covered by this Policy are incurred, either because a claim includes both covered and uncovered matters or because a Claim is made against both Insureds and others who are not insured under this Policy (including those persons or entities referred to in the schedule as the Insured), the Insured and the Insurer shall use their best efforts to agree upon a fair and proper allocation between covered loss and uncovered loss having regard to the relative legal and financial exposures attributable to the covered and uncovered parties and/or matters. We are only liable under this Policy for amounts attributable to covered matters and parties, and own liability for loss, including Claim Expenses, otherwise payable by Us shall be reduced to reflect such fair and proper allocation.

If We and the Insured agree on an allocation of claim expenses, We shall, subject to section 1 (Advance payment of claim expense) of the Claim Conditions for Policy Section 2 (Professional Indemnity/Medical Malpractice Insurance), advance Claim Expenses in accordance with that agreement. If the parties cannot agree on allocation, We shall, subject to section 1 (Advance payment of Claim Expense) of the claim conditions for Policy Section 2 (Professional Indemnity/ Medical Malpractice Insurance), advance Claim Expenses which We believe to be covered under the Policy until a different allocation is negotiated, arbitrated, judicially or otherwise determined.

We, if requested by the Insured, shall submit any dispute on allocation to a Senior Counsel to be mutually agreed or, in default of agreement, to be appointed by the President of the Bar Association in the relevant State or Territory, on the basis that the Senior Counsel shall determine the allocation of loss according to his or her view of the fair and proper allocation, but having regard to the relative legal and financial exposures attributable to covered and uncovered matters and parties, and the overriding intention referred to in this clause. The costs of Senior Counsel shall constitute claim expenses for the purposes of the Policy and be part of and not in addition to the Limit of Liability.

Any such determined allocation of claim expenses on account of a claim shall be applied retroactively to all Claim Expenses on account of such claim, notwithstanding any prior advancement on a different basis. Any advancement of Claim Expenses shall be repaid to Us by the Insureds severally according to their respective interests, if and to the extent that We determine that such amounts paid by Us are not insured by this Policy.

Any allocation or advancement of Claim Expenses in connection with a claim shall not pre-determine the allocation of other loss on account of such claim. In any arbitration, suit or other proceedings between the Insurer and the Insureds no presumption shall exist concerning what is a fair and proper allocation between covered loss and uncovered loss, but will be governed by the intention set out in this clause.

3. Defence and settlement

The Insured shall not admit liability for or settle any claim without Our consent or incur any costs or expenses without Our consent, which shall not unreasonably be withheld.

The Insured shall assert all appropriate defences and cross claims for contribution, indemnity or damages and shall take all reasonable steps in defence of the claim.

We shall not settle any claim against any Insured without the consent of the relevant Insured, which shall not unreasonably be withheld. We shall retain the right to actively participate in the defence and settlement of any claim in respect of which indemnity is sought under this policy.

If We and the Insured cannot agree upon the appropriateness or otherwise of a settlement, then the matter will be determined in accordance with advice of Senior Counsel, the choice of whom shall be mutually agreed by the Insured and Us and whose fee shall be paid by us, in addition to the Limit of Liability.

4. Handling and co-operation

An Insured shall, at its own cost, upon Our request give all such information and assistance to Us as We may reasonably require, to enable Us to investigate and to defend a Claim and to make any cross claim for contribution, indemnity or damages and/or to enable Us to determine Our liability under this policy. In particular, an Insured shall inform Us of any other insurance, indemnity or other source of compensation, statutory, contractual or otherwise, pursuant to which the Insured may be entitled to any benefit in respect of the Claim.

We shall be entitled at Our option (but not obliged) at any time to take over and conduct in the name of the Insured the defence or settlement of any Claim against the Insured, and to claim indemnity or contribution at any time, in the name of the Insured, from any party against whom the Insured may have such rights.

If We wish to settle a Claim and the Insured is opposed to such settlement, Our total aggregate payments for damages and Claim Expenses under this Policy shall be limited to the amount by which the claim could have been settled in Our opinion.

Legal fees and costs awarded to the Insured shall pass to Us to the extent of Our payments under this Policy.

5. Other insurance

If loss, Claim Expenses or any other amounts insured under this Policy are also potentially insured under any other insurance policy or policies, then the Insured must advise Us at the time of making a claim under this policy, and provide Us with details of the other insurance.

This Policy does not cover any claim or loss in respect of which the Insured is entitled to indemnity under any other insurance, to the extent permissible at law.

6. Subrogation

If We grant indemnity under this Policy in respect of any claim or loss, then We shall be subrogated to all the Insured's rights of recovery in respect of such claim or loss regardless of whether or not any payment has been made or the Insured has been compensated in full for their loss. The Insured will give all such assistance in the exercise of rights of recovery as We may reasonably require.

The Insured must refrain from doing anything that might prejudice Our actual or potential rights of recovery against any party. Any amounts recovered by us, shall be allocated in the following order: recovery costs, uninsured loss, Limit of Liability and Excess.

We agree not to exercise any such right of subrogation against any of the Insured's directors, officers or employees unless the claim is brought about or contributed to by the dishonest, fraudulent, reckless, criminal or malicious act or omission of the director, officer or employee.

Policy Section 3 (Accident & Sickness)

Section 3 only forms part of this Policy when the Accident & Sickness section is shown in the Schedule and is limited to the Period of Insurance indicated.

What You are covered for

This Policy applies to the Insured Person named or described in the Schedule and is limited to the Scope of Cover detailed in the Schedule, and is subject to the exclusions, conditions and limitations set out in the Policy. If, as a result solely and directly of:

1. Death
2. Injury, causing Temporary Total Disablement or Temporary Partial Disablement; or
3. Sickness

The Insurer will pay the benefit specified in the weekly benefits table (Section A) or Table of Benefits (Section B). However, disablement must occur within twelve (12) months of the date of the Accident giving rise to the Injury or of the date the Sickness first manifests itself.

Section A- Weekly benefits

The condition	The benefit
A1.1 Temporary Total Disablement caused directly and solely by Injury	For each week of Temporary Total Disablement, the weekly benefit stated in the Schedule or the percentage of the Insured Person's Earnings stated in the Schedule (whichever is the lesser) payable for up to the maximum benefit period stated in the Schedule.
A1.2 Temporary Total Disablement caused directly and solely by Sickness	For each week of Temporary Total Disablement, the weekly benefit stated in the Schedule or the percentage of the Insured Person's Earnings stated in the Schedule (whichever is the lesser), payable for up to the maximum benefit period stated in the Schedule.
2.0 Temporary Partial Disablement caused directly and solely by Injury or Sickness	<p>For each week of Temporary Partial Disablement, the difference between:</p> <p>a. the Insured Person's Temporary Total Disablement benefit as stated in Section A1.1 or A1.2 above; and</p> <p>b. the amount the Insured Person is earning, provided that;</p> <ul style="list-style-type: none">• the combined total of (a) and (b) shall never exceed the benefit amount under Section A1.1 or A1.2 above and• any benefit will only be payable up to the maximum benefit period stated in the Schedule <p>Where an employer refuses to take back an employee who is certified to return to partial work duties for outside of working hours claims, the full weekly benefit is still to be payable to the Insured Person.</p> <p>Should the Insured Person be able to return to work in a reduced capacity, but elects not to do so, then the benefit payable will be 30% of the amount payable for A1.1 or A1.2.</p>

Section B- Lump Sum

Table of Benefits

Cover under this section of the Policy applies only if an amount is shown on the Schedule 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 Schedule under Section B - Lump sum benefits.

The condition	Benefit percentage
B1. Death	100%
B2. Permanent Total Disablement	100%
B3. Permanent and incurable insanity	100%
B4. Permanent total loss of sight of both eyes	100%
B5. Permanent total loss of sight of one eye	100%
B6. Permanent total loss of use of two limbs	100%
B7. Permanent total loss of use of one limb	100%
B8. Permanent paralysis of all limbs	100%
B9. Permanent total loss of hearing in: a. both ears b. one ear	80% 20%
B10. Permanent total loss of the lens of one eye	60%
B11. Permanent total loss of four fingers and thumb of either hand	70%
B12. Permanent total loss of four fingers of either hand	50%
B13. Permanent total Loss of Use of one thumb of either hand: a. both joints b. one joint	70% 30% 15%
B14. Permanent total Loss of Use of finger of either hand: a. three joints b. two joints c. one joint	10% 7.5% 5%
B15. Permanent total Loss of Use of toes of either foot: a. all - one Foot b. great toe (hallux) - both joints c. great toe (hallux) - one joint d. other than great toe (hallux) - each toe	15% 5% 3% 1%
B16. Fractured leg or patella with established non-union	10%
B17. Shortening of leg by at least 5cm	7.5%

B18. Any permanent disablement not otherwise provided for under Conditions 4 – 17	A percentage of the lump sum benefit stated in the Schedule which corresponds to the percentage reduction in whole bodily function as will be determined by the opinion of not less than three (3) Medical Practitioners. One of whom shall be the Insured Person's treating Medical Practitioner, one of whom will be appointed by us, and the remaining Medical Practitioners will be independent and appointed by mutual agreement between the parties. In the event of a disagreement between the three Medical Practitioners, the percentage payable will be the average of the three opinions. The maximum compensation payable for this condition B.18 is 75% of the sum insured shown in the section 3 of the Schedule against 'death and capital benefits'.
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Broken bones – Additional lump sum benefit

Cover under this section of the Policy applies only if an amount is shown on the Schedule 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 Schedule under Section B – Lump Sum Benefits up to a maximum of \$5,000 any one Accident.

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 nonunion of any of the above breaks	5% in addition

Additional Benefits

There are a number of additional benefits that apply to this Policy Section 3 (Accident & Sickness). These additional benefits will be paid in addition to any amount that has been paid under Section A- Weekly Benefits or Section B- Lump Sum Benefits.

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

1. 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 the benefits stated for those conditions.

2. 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.

3. Rehabilitation and Return to Work assistance

In the event of Temporary Total Disablement or in the event of Temporary Total Disablement or Temporary Partial Disablement 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 expenses must be:

- Incurred as a direct result of the Injury or Sickness
- Not recoverable from any other source
- Be reasonable considering the available market cost for such services, equipment or modifications, 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.

4. 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 schedule) by 5% 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.

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's home or motor vehicle, or relocating to a suitable home, provided that the modifications or relocation are prescribed by a Medical Practitioner.

6. 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 Section 3 (Accident & Sickness).

7. Emergency home help

If, during the Period of Insurance, the Insured Person suffers from an Injury resulting in Temporary Total Disablement or Temporary Partial Disablement then the Insurer will pay for the incurred cost of 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:

- Childminding and home help services must be carried out by persons other than Insured's relatives or persons permanently living with the Insured Person
- Childminding and home help services must be certified by a Medical Practitioner as being necessary for the recovery of the Insured Person

8. Non-Medicare Medical Expenses

We will pay the 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 Section 3 (Accident & Sickness).

Such Medical Expenses must be incurred as a direct result of the Injury.

Section C- Optional Additional Benefit- Fixed Business Expenses Benefit

Section C (Fixed Business Expense Benefit) only forms part of this Policy when the:

- Policy Section 3 (Accident & Sickness) is shown in the Schedule; and
- Fixed Business Expense Benefit is shown in the Schedule.

If You have Section C (Fixed Business Expense Benefit) We will pay the Fixed Business Expense Benefit to the Covered Business if the Insurer has agreed to pay the Insured Person under Section A- Weekly Benefits, Conditions A1.1 or A1.2.

We will not pay the Covered Business the Fixed Business Expense Benefit during the Excess Period. We will only pay the Fixed Business Expense Benefit after the end of the Excess Period. The Fixed Business Expense Benefit will be paid in accordance with clauses (b) and (d) of the General Conditions for Policy Section 3 (Accident & Sickness).

In the case of a Fixed Business Expense Benefit, the Insured Person will be required to provide certification from an accountant as evidence of the Fixed Business Expense being incurred prior to the date of Temporary Total Disablement and the continuation of the Fixed Business Expense after the date of Temporary Total Disablement.

Exclusions for Policy Section 3 (Accident & Sickness)

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

- a. Is deliberately self-inflicted or intentionally caused by the Insured Person, including which:
 - i. 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
 - ii. 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
 - iii. Occurs while the Insured Person is in charge of a motor vehicle under the influence of intoxicating liquor or of a drug as defined in the motor vehicle laws applicable where the Accident occurs

- b.** Results from a criminal act committed by the Insured Person or a beneficiary of their benefits, under this Policy
- c.** 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
- d.** Results from engaging in air travel or aerial activities except as a passenger in any properly licensed aircraft
- e.** 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)
- f.** Is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection
- g.** 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
- h.** 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 Section 3 (Accident & Sickness). No benefits will be payable during any period of maternity leave or for any complications arising after the 26th week of pregnancy
- i.** 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 Section 3 (Accident & Sickness)
- j.** Is a Pre-Existing Condition.
- k.** Results from an Unauthorised Cyber Event (however benefits for Injury or Sickness caused by or arising out of a Cyber Incident are payable subject to the terms, conditions limitations and exclusions of this Policy).
- l.** Results from the Insured Person being exposed to the Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction.

The following addition exclusions also apply:

- a.** Notwithstanding any provision to the contrary within this policy, this Policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a communicable disease or the fear or threat (whether actual or perceived) of a Communicable Disease. For the purposes of this Policy, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean- up, detoxify, remove, monitor or test for a Communicable Disease.
- b.** This insurance does not cover any liability whatsoever arising directly or indirectly out of or resulting from or in consequence of, or in any way involving:
 - i.** The actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores, or mycotoxins of any kind.
 - ii.** Any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigation, testing for, detection of, monitoring of, treating, remediating or removing such fungi, mould, spores or mycotoxins; or
 - iii.** Any government or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or for dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treat, remediating or removing such fungi, moulds, spores or mycotoxins.

c. We will also not pay:

- i. 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'
- ii. 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; or
- iii. More than the lesser of 85% of relevant Medical Expenses or the maximum Medical Expenses benefit shown in the Schedule for any one Injury.

General Conditions for Policy Section 3 (Accident & Sickness)

The following conditions apply to Policy Section 3 (Accident & Sickness).

- a. 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
- b. All weekly benefits shall be paid for fortnightly in arrears.
- c. All benefits shall be paid to the Insured Person or to their legal personal representatives.
- d. The Insurer will pay one-seventh (1/7th) of the weekly benefit for each day of disablement.
- e. Except where it would contravene section 45 of the Insurance Contracts Act, 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.
- f. No weekly benefits shall be payable for disablement during the Excess Period stated in the Schedule.
- g. 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.
- h. Any benefits payable for conditions B.1 to B.18 in the Table of Benefits shall be reduced by any sum payable for condition A1.1, A1.2 or A2.0 in Section A- Weekly Benefits of this Policy Section 3 (Accident & Sickness) respect of the same Injury.
- i. If the Insured Person suffers a recurrence of an Injury or Sickness while the Policy is still in force for which they have claims 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 disable and unable to attend their usual occupation, business or duties.
- j. The Insurer may at their own expense conduct any medical examination or examinations or arrange for an autopsy to be carried out.
- k. Cover under the Policy will cease in respect of an Insured Person if:
 - i. They are paid weekly benefits for the maximum period stated in the schedule or 100% of the lump sum benefit.
 - ii. The relationship with the same 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 where the Insured person does not have a guaranteed and identifiable date to recommence work with the Insured within the next 7 days (employment ceasing situation). 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.

- iii. The Insured Person dies.
- iv. The Insured Person reaches the age specified in the Schedule.
- l. Benefits shall cease to be paid to an Insured Person, on claim under the Policy, if that Insured Person:
 - i. Becomes entitled to the payment of weekly benefits for the maximum period stated in the Schedule
 - ii. Becomes entitled to the lump sum benefit and they are paid 100% of the lump sum benefit stated in the Schedule
 - iii. 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
 - iv. The Insured Person retires or stops actively seeking work
 - v. Dies, other than if condition B1 under Section B- Lump Sum Benefits of the Policy is applicable
 - vi. Reaches the age as set out in the Schedule or retires, whichever is the earlier
 - vii. Is engaged in gainful work or occupation, except if the work or occupation existed prior to the disablement and it is not related or replacing the work for which benefits are being claimed under the Policy
 - viii. Returns to normal work or duties, or is cleared by which the Medical Practitioner to return to normal work or duties whether such work is available or not
- m. Where the payment of weekly benefits for the maximum period would total more than the payment of a 100% lump sum benefit then, notwithstanding clause(i) of the General Conditions for Policy Section 3 (Accident & Sickness), weekly benefits will continue past the payment of a 100% lump sum benefit, 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.
- n. If there is a breach of any of the General Conditions for Policy Section 3 (Accident & Sickness), 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 Persons.
- o. All amounts shown on the Policy are in Australian dollars (AUD).
- p. You must advise Us in writing of any insurance already effected or which may subsequently be effected providing, whether in total or in part, insurance provided under the Policy.
- q. For all benefits paid under Policy Section 3 (Accident & Sickness), 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.

Sanctions

The Insurer shall not be deemed to provide cover nor 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 the 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, United States of America or Australia.

Part 5- Privacy Notice

We collect personal information from You that is necessary for the arrangement and administration of Your insurance. This includes information necessary to accept the risk, to assess a claim, to determine competitive and appropriate premiums, etc. This information will be collected directly from You where possible, but may sometimes be collected indirectly (ie, from Your representative). If You do not provide the personal information required, We may not be able to offer You Our services.

We and Our agents may disclose personal information to third parties, including third parties located in the United Kingdom, where We believe it is necessary for them 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, 19 Rosedale Street, Coopers Plains Qld 4108.

Telephone: (07) 3510 9535

Email: privacy@shieldcover.com.au

Further information on Our privacy practices can be obtained by visiting Our website www.shieldcover.com.au.



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