



Lloyd's Policy

We, Underwriting Members of the syndicates whose definitive numbers and proportions are shown in the Table attached hereto (hereinafter referred to as 'the Underwriters'), hereby agree, in consideration of the payment to Us by or on behalf of the Assured of the Premium specified in the Schedule, to insure against loss, including but not limited to associated expenses specified herein, if any, to the extent and in the manner provided in this Policy.

The Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, and therefore each of the Underwriters (and his Executors and Administrators) shall be liable only for his own share of his syndicate's proportion of any such loss and of any such expenses. The identity of each of the Underwriters and the amount of his share may be ascertained by the Assured or the Assured's representative on application to Lloyd's Policy Signing Office, quoting the Lloyd's Policy Signing Office number and date or reference shown in the Table.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has signed this Policy on behalf of each of Us.

A handwritten signature in black ink, appearing to read 'R. Myers'.

LLOYD'S POLICY SIGNING OFFICE
General Manager

If this policy (or any subsequent endorsement) has been produced to you in electronic form, the original document is stored on the Insurer's Market Repository to which your broker has access

J(A) Australia NMA2741 (1/1/97) Form approved by Lloyd's Market Association

ACS Financial Personal Accident Voluntary Workers Protection Policy

INSURING CLAUSE

Underwriters hereon (referred to as the Insurer) in consideration of the payment of the Premium and subject to all of the provisions of this policy agrees to cover You for Disablement caused by Injury only and Benefits are payable in the circumstances as set out in the Policy. The cover which applies to You and which You selected when You applied for this insurance is referred to in the Schedule which forms part of this Policy.

DEFINITIONS

The following are definitions applicable to all sections of the Policy

DEFERRAL PERIOD is the period stated in the Schedule during which no Benefits are payable for Temporary, Total or Partial Disablement.

SALARY means

1. Your Guaranteed Income for the twelve (12) months following the Injury;
2. If You have no Guaranteed Income for the twelve (12) months following the Injury, then the average of Your Income (as defined) for the preceding twelve (12) months or over such shorter period provided You have been continuously employed or engaged in Your occupation or business for a period of at least three (3) months.
3. If You do not meet 1 or 2 above, then Your Salary shall be Nil.

GUARANTEED INCOME means Your Income that You can prove or substantiate.

INCOME means

1. If You are an employee, Your gross weekly rate of pay exclusive of bonuses, commission, overtime payments and any allowances;
2. If You are not an employee, Your gross weekly Income derived from personal exertion after deducting any expenses necessarily incurred by You in deriving that Income.

INJURY means bodily Injury resulting from an accident which is an external event that occurs fortuitously to the Insured Person during the Period of Insurance and results in any of the Insured Events specified in the Table of Benefits within twelve (12) calendar months from the date thereof. Injury does not include:

- a. any consequences of an Injury which are ordinarily described as being a disease, including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
- b. an aggravation of a pre-existing Injury;
- c. any other Pre-Existing Condition;
- d. any degenerative condition.

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.

PERIOD OF INSURANCE means the period stated in the Schedule.

PERMANENT in relation to disablement means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

TOTAL DISABLEMENT means disablement which entirely prevents You from engaging in Your usual occupation or employment, or any other occupation or employment for which You are suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of Your life.

PRE-EXISTING CONDITION means a condition in respect of which the Insured Person was aware of (whether diagnosed or not) or has sought treatment for prior to the inception of his or her Policy.

ARRANGEMENT DATE is the date cover was arranged by Us.

SCHEDULE includes any current Schedule or renewal or variation of this Policy.

TEMPORARY PARTIAL DISABLEMENT means disablement which entirely prevents You from carrying out a substantial part of the duties normally undertaken by You in connection with Your usual occupation or employment.

TEMPORARY TOTAL DISABLEMENT means disablement which entirely prevents You from engaging in Your usual occupation or employment.

INSURER means Certain Underwriters at Lloyd's of London

YOU/YOUR is the Insured Person named in the Schedule. If the Insured is not the Insured Person, then YOU/YOUR in connection with the payment of premium, the General Conditions and receipt of Benefits means the Insured and in connection with the circumstances in which entitlement to Benefits arise means the Insured Person.

WE/OUR/US means certain Underwriters at Lloyd's of London

SCOPE OF COVER

If, as a result solely and directly of Injury, You suffer from Temporary Total Disablement or any of the following Insured Events as detailed in the Table of Benefits We will pay the compensation set out therein. Please note that all Insured Events including Disablement must occur:

- a) Within twelve (12) months of the Injury; and
- b) Occurs during the Policy Period; and
- c) Whilst the Insured Person meets the eligibility criteria applicable to Insured Persons as at the time of the Insured Event

Disappearance

If an Insured Person disappears following the disappearance, sinking or wrecking of a conveyance in which they were then travelling, which occurred during the Policy Period and when they were an Insured Person, and their body has not been found within twelve (12) months after the date of that disappearance, they will be deemed to have suffered Death as a result of Injury, at the time of the disappearance, sinking or wrecking of the conveyance.

Exposure

If an Insured Person is exposed to the elements as a result of an accident occurring during the Policy Period and while they are an Insured Person, and they suffer from any of the covered events as a direct result of that exposure, they will be deemed for the purpose of the Policy to have suffered an Injury on the date of the accident.

TABLE OF BENEFITS

INSURED EVENTS

THE COMPENSATION

being a percentage of the Sum Insured or the Sum Insured stated in the Schedule

Injury resulting directly in:

| | | |
|--|------|------|
| 1. Death | 1. | 100% |
| 2. a. Permanent Total Disablement – persons 65 years and under | 2a. | 100% |
| b. Paraplegia/Quadriplegia – persons 66 years to 79 years | 2b. | 100% |
| 3. Permanent and incurable paralysis of all limbs | 3. | 100% |
| 4. Permanent Total Loss of sight of both eyes | 4. | 100% |
| 5. Permanent Total Loss of sight of one eye | 5. | 100% |
| 6. Permanent Total Loss of Use of two limbs | 6. | 100% |
| 7. Permanent Total Loss of Use of one limb | 7. | 100% |
| 8. Permanent and incurable insanity | 8. | 100% |
| 9. Permanent Total Loss of hearing in | | |
| a. both ears | 9a. | 80% |
| b. one ear | 9b. | 20% |
| 10. Permanent Total Loss of four fingers and thumb of either hand | 10. | 80% |
| 11. Permanent Total Loss of the lens of one eye | 11. | 60% |
| 12. Permanent Total Loss of Use of four fingers of either hand | 12. | 50% |
| 13. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body | 13. | 50% |
| 14. Permanent Total Loss of Use of one thumb of either hand | | |
| a. both joints | 14a. | 30% |
| b. one joint | 14b. | 15% |
| 15. Permanent Total Loss of Use of fingers of either hand | | |
| a. three joints | 15a. | 10% |
| b. two joints | 15b. | 7.5% |
| c. one joint | 15c. | 5% |
| 16. Permanent Total Loss of Use of toes of either foot | | |
| a. all - one foot | 16a. | 15% |
| b. great - both joints | 16b. | 5% |
| c. great – one joint | 16c. | 3% |
| d. other than great, each toe | 16d. | 1% |

| | | |
|---|-----|--|
| 17. Fractured leg or patella with established non-union | 17. | 10% |
| 18. Shortening of leg by at least 5cm | 18. | 7.5% |
| 19. Permanent Total Disablement not otherwise provided for under Insured Events 9 to 18 inclusive (available only to persons sixty-five (65) years and under) | 19. | Such percentage of the Sum Insured as We shall in Our absolute discretion determine and being in Our opinion not inconsistent with the compensations provided under Insured Events 9 to 18 inclusive. The maximum amount payable is fifty thousand (\$50,000) dollars. |
| 20. Temporary Total Disablement caused directly and solely by Injury | 20. | During such Disablement, the Weekly compensation as specified or 85% of Your Salary as defined whichever is the lesser. |

TABLE OF BENEFITS CONTINUED

INSURED EVENTS

THE COMPENSATION

being a percentage of the Sum Insured or the Sum Insured stated in the Schedule

| | |
|---|--|
| <p>21. Temporary Partial Disablement caused directly and solely by Injury</p> | <p>21. 40% of the amount payable for Insured Event 20.</p> |
| <p>22. Broken Bone Benefits caused directly and solely by Injury</p> <p>a. Neck or spine (full break)</p> <p>b. Hip, pelvis</p> <p>c. Skull, shoulder blade</p> <p>d. Collar bone, upper leg</p> <p>e. Upper arm, kneecap, forearm, elbow</p> <p>f. Lower leg, jaw, wrist, cheek, ankle, hand, foot</p> <p>g. Ribs</p> <p>h. Finger, thumb, toe</p> <p>Maximum compensation any one accident</p> | <p>22a \$2,000</p> <p>22b \$500</p> <p>22c. \$200</p> <p>22d. \$200</p> <p>22e. \$150</p> <p>22f. \$100</p> <p>22g. \$100</p> <p>22h. \$50</p> <p>\$2,000</p> |
| <p>23. Non-Medicare Medical Expenses</p> <p>If an Insured Person suffers an Injury during the Period of Insurance and whilst engaged on authorized activities, We will pay the cost of the following expenses, provided they are incurred within twelve (12) months of the Injury, being expenses paid to a legally qualified medical practitioner, nurse, hospital or ambulance service for medical, surgical, x-ray, hospital or nursing treatment, including the cost of medical supplies and ambulance hire, but excluding the cost of dental treatment unless such treatment is necessarily incurred to teeth (excluding dentures) and is caused by Injury, provided that We shall not be liable to make any refund in respect of:</p> <p>a. any expenses recoverable by the Insured Person from any other source except for the excess of the amount recoverable from such other source.</p> <p>b. the rendering in Australia of a professional service for which Medicare benefit is, or would but for subsection 18(4) of the Health Insurance Act be payable.</p> <p>c. any expenses to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made thereunder apply.</p> | <p>23. Compensation for medical expenses shall be limited to 85% of expenses incurred to a maximum of one thousand (\$1,000) dollars and We will not be liable for the first fifty (\$50) dollars of each and every claim.</p> |

Non-Income Earners can choose a benefit under either Event 24 or Event 25:

| | |
|--|--|
| <p>24. Student Tutorial Benefits</p> <p>It is hereby declared and agreed that a Student who is an Insured Person not in receipt of pre-disability earnings is entitled to reimbursement of student tutorial fees under Temporary Total Disablement Event 20 provided that:</p> <p>a. such fees are paid to a professionally qualified tutor who continues teaching the student during the period in disability;</p> <p>b. such fees must be certified by a legally qualified medical practitioner.</p> | <p>24. The compensation payable for student tutorial benefits shall be limited to five hundred (\$500) dollars per week payable for an aggregate period of twenty- six (26) weeks.</p> |
|--|--|

TABLE OF BENEFITS CONTINUED

INSURED EVENTS

25. Domestic Help
It is hereby declared and agreed that any Insured Persons not in receipt of pre-disability earnings will be paid under Temporary Total Disablement Event 20 for the cost of hiring domestic help and/or child-minding services reasonably and necessarily incurred provided that:
- a. Such child-minding services and domestic help are carried out by persons other than members of the Insured Person's family or other relatives or person's permanently living with the Insured Person.
 - b. Such child-minding services and domestic help is certified by a legally qualified medical practitioner as being necessary for the recovery of the Insured Person payable from the 8th day of treatment by a legally qualified medical practitioner.

An Example of a claim under Death & Capital Benefits, Events 1-19:

If an Insured Person selected \$100,000 sum insured for Death & Capital Benefits Events 1-19 and suffered an Injury resulting directly in death (Insured Event 1) the benefit received would be 100%, equaling \$100,000.

Should an Insured Person suffer an Injury resulting in Permanent total loss of four fingers and thumb of either hand (Insured Event 10), the benefit received would be 80%, equaling \$80,000.

THE COMPENSATION

being a percentage of the Sum Insured or the Sum Insured stated in the Schedule

25. The compensation payable for emergency home help shall be limited to five hundred (\$500) dollars per week payable for an aggregate period of twenty-six (26) weeks.

MEDICAL EXPENSES INCURRED WITHIN AUSTRALIA

Information for Personal Injury Claims

If you are claiming reimbursement for medical expenses incurred as a direct result of injury, please read the following information carefully. Please also refer to your Policy document for any other additional terms of reimbursement.

If you are claiming the difference or shortfall of a payment from an insurer, you must first seek reimbursement from your Private Health fund (if applicable) and submit the accounts with your claim. Specifically for reimbursement of Medical Expenses that are subject to Medicare, the following information should be noted.

We advise that Your Policy will cover non-Medicare Medical Expenses to the amount stated in the Policy (after the deduction of any excess) for injuries which occur during insured activities. The policy will cover fees incurred as a result of injury including, but not limited to fees paid to nurses, hospitals, chiropractors, osteopaths and physiotherapists. Please note that you are expected to settle accounts first and then seek reimbursement.

We advise that this company must comply with Federal legislation that limits the benefits that General Insurers, Health Funds (and others) are legally allowed to insure. General Insurers are *prohibited* from reimbursing medical expenses that are covered by the Medicare Scheme.

We can pay:

- ✓ Theatre Fees & Accommodation Fees in a hospital where the Insured Person is a *private* patient in a public or private hospital, subject to policy limits.
- ✓ Medical expenses which are not covered by Medicare.

We cannot pay:

- ✗ Any *out of hospital or outpatient* expenses which have a Medicare component.
- ✗ Any amounts above the Scheduled Fee, or "gap" fees related to Medicare services
- ✗ When you are a *public* patient in a private or public hospital. Everything is covered by Medicare in this circumstance.
- ✗ Specifically, for out of hospital Doctor or Specialist visits, Medicare refunds 85% of the Scheduled Fee. No-one can reimburse any other amount for these expenses.
- ✗ Pharmaceutical items that are subject to the Pharmaceutical Benefits Scheme (PBS), or Pharmaceutical items that cost less than the yearly indexed PBS amount.

Examples

| Medical Service | Amount Charged | Scheduled Fee | Medicare Pays | We Pay | Insured Pays |
|--|----------------|---------------|---------------|----------|--------------|
| Private Hospital Accommodation | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 |
| Hospital Doctor Consultation | \$100.00 | \$80.00 | \$60.00 | \$0.00 | \$40.00 |
| GP Consultation out of hospital (no bulk billing) | \$100.00 | \$80.00 | \$68.00 | Nil | \$32.00 |

Please note that where a Private Health Fund has reimbursed any in-hospital amount then no further reimbursement is available.

GENERAL CONDITIONS AND LIMITATIONS

If an Insured Person does not comply with the following conditions or the other terms and conditions of the Policy, We may, to the extent permitted by law, refuse to pay or reduce any claim made by them.

1. Aggregate Limit of Liability

- (a) Except as provided in (b) below, Our total liability for all claims by Insured Persons arising under the Insured's Policy during any one (1) Policy Period shall not exceed the amount often (10) million dollars.
- (b) Our total liability for all claims by Insured Persons arising under the Insured's Policy during any Policy Period relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes shall not exceed the amount often (10) million dollars.

2. Notice of Claim

Written notice of any claim must be given to Beazley Syndicate, London within thirty (30) days after the occurrence of any event covered by the Policy, or as soon as is reasonably possible. Notice given by or on an Insured Person's behalf to Us at Our office in which the Policy is issued, with information sufficient to identify the Insured Person shall be deemed notice to Us.

3. Claim Forms

We will, upon receipt of a notice of claim, supply to the claimant appropriate forms to enable proof of loss to be filed. If such forms are not supplied by Us within fifteen (15) days after notice of claim is given, the claimant shall be deemed to have complied with the requirement of the following condition, upon submitting, within the time fixed in the following condition, written proofs covering the occurrence, the character and the extent of the loss for which the claim is made.

4. Proof of Loss

Written proof of loss must be furnished to Us within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as is reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

5. Policy Renewal

This Policy may be renewed with Our consent from term to term, by payment of the premium in advance at Our premium rate in force at the time of renewal.

6. Time of the Payment of Claim

Compensation payable under the Policy for any loss will be paid immediately upon receipt of due written proof of loss, subject to the conditions and definitions contained within this Policy.

7. Physical Examinations and Autopsy

We have a right to:

- (a) have an Insured Person medically examined at Our expense, when and as often as We may reasonably require after an Insured Person has submitted a claim under the Policy; and
- (b) reasonably request an autopsy in case of death where autopsy is not forbidden by Law.

8. **Subrogation**

In the event of any payment under this Policy, We will be subrogated to the rights of recovery of the Insured Person and/or the person to whom We have paid the claim. Such persons will execute all documents required and will do everything necessary to secure and preserve such rights including the execution of any documents necessary to enable Us effectively to bring suit in their name.

9. **Recoveries**

In the event of any payment under the Policy, all recoveries, net of the actual cost to Us of recovery, will be distributed firstly to Us for all amounts paid by Us under the Policy and any remainder will be paid to the person entitled to claim.

10. **Action Against Us**

No suit, action or proceeding for recovery of any loss under the Policy will be sustainable in any court of law, equity or other tribunal unless all the requirements of the Policy are complied with and it is commenced within twelve (12) months after a proof of loss has been filed with Us by the person entitled to claim.

11. **Severability, Construction, and Conformance to Statute**

(a) If any provision contained in the Policy is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal, and enforceable to the extent compatible with applicable law or if that is not possible, severed without invalidating the remainder of the Policy.

(b) Any provisions of the Policy which are in conflict with the statutes or regulations of the state or country in which the Policy is issued are amended or severed as to achieve conformity with such statutes or regulations.

12. **Changes**

Notice to any representative of Us or knowledge possessed by any representative or by any person will not create a waiver or a change in any part of the Policy or stop Us from asserting any right under the terms of the Policy, nor will the terms, conditions and exclusions of the Policy be waived or changed unless agreed to in writing by Us.

13. **Law and Jurisdiction**

This policy shall be governed and construed in accordance with the laws of Australia. Any dispute under this policy shall be resolved in accordance with the laws of Australia.

14. **Premium payment clause**

You undertake that premium will be paid in full to Us within 30 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Us by the 31st day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) We shall have the right to cancel this policy by notifying You via the broker in writing. In the event of cancellation, premium is due to Us on a pro rata basis for the period that We are on risk but the full policy premium shall be payable to Us in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that We shall give not less than 15 days prior notice of cancellation to You via the broker. If premium due is paid in full to Us before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

15. Cancellation

The Policy may be terminated at any time at the request of the Insured in which case We will retain Our short period rate premium for the time the Policy has been in force. Cancellation by You will be effective when We receive Your request.

We may cancel the Policy at any time subject to Sections 59 and 60 of the Insurance Contracts Act 1984, including where the Insured has:

- (a)
 - (i) made a misrepresentation to Us before the Policy was entered into;
 - (ii) failed to comply with the Duty of Disclosure;
 - (iii) failed to comply with a provision of the Policy including failure to pay the premium;
 - (iv) made a fraudulent claim under the Policy or any other Policy during the time the Policy has been in effect;
 - (v) failed to notify Us of a specific act or omission as required by the Policy; or (vii) failed to tell Us about any changes in the circumstances of the risk during the Policy Period.
- (b) If We cancel the Policy, We will advise the Insured in writing and cancellation will take effect at whatever is the earlier of the following times:
 - (i) when another contract of insurance is taken out by the Insured to replace the Policy, or
 - (ii) at 4.00p.m. Eastern Standard Time of the third business day after the day on which notice was given to the Insured or such later time as We may specify in the notice.

After cancellation and subject to the cooling off period rights We will keep the premium for the period that the Policy was in force and We will return to the Insured the premium for the period from the date the Policy was cancelled to the expiry date of the Policy less an administration charge not exceeding \$250.00.

16. Additional Inspection Condition

Such records of the Insured, Insured Person or any person covered by the Policy as may have a bearing on this insurance shall be open for inspection by Us at any reasonable time.

17. Tax or Imposts

Where We are, or believe We will become, liable for any tax or other impost levied by any Commonwealth or State government, authority or body in connection with the Policy, We may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under the Policy in the manner and to the extent We determine to be appropriate to take account of the tax or impost.

18. Currency

All amounts shown in the Policy are in Australian Dollars (AUD).

EXCLUSIONS

No compensations are payable under this Policy for any Insured Event resulting from Injury:

1. which results from You engaging in air travel except as a passenger in any properly licensed aircraft;
2. which occurs as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any Government or Public or Local Authority;
3. which results from You engaging in or taking part in naval, military or air force service or operations;
4. which results from You being under the influence of alcohol or an illegal drug or there is more alcohol or drugs in Your blood than the law permits;
5. which results from You engaging in or taking part in or training for professional sports of any kind;
6. which occurs as a result of the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
7. which is deliberately self-inflicted or caused by You, including suicide or attempted suicide whether sane, insane or under any mental distress;
8. which is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection.
9. which results from You directly or indirectly suffering from stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder;
10. which results from a criminal or illegal act committed by You;
11. which results from any Pre-Existing Condition ;
12. which results from losses arising from nuclear, chemical or biological terrorism; terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:
 - a. influence a government or any political division within it for any purpose, and/or
 - b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose;
13. which is attributable wholly or partly to childbirth or pregnancy or the complications of these;
14. which results from any code of football.
15. where You receive sick leave payments;
16. which results from racing and/or time trials of any form, other than on foot.

LLOYD'S

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