

**Personal Accident and Sickness
Insurance Policy**

**Product Disclosure Statement
and Policy Wording**

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INTRODUCTION

About ProRisk

Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 AFSL 308076 (“**ProRisk**”) is an Australian underwriting agency and is authorised to bind this **Policy** on behalf of the **Underwriter**. **ProRisk** was incorporated in 2003 and has quickly established itself as a competitive underwriting agency offering insurance products designed for small to medium sized businesses in Australia.

The Insurer

The **Underwriter** is an authorised insurer in Australia and are regulated by the Australian Prudential Regulatory Authority.

About this Booklet

This booklet contains 2 sections.

Part A is a Product Disclosure Statement (PDS) which sets out important information about **Your Policy**. The information contained in the PDS is designed to assist **You** in making an informed choice about **Your** insurance needs. It gives **You** a summary of the significant features and benefits of this product. It also contains information about how the premium is calculated, **Our** dispute resolution system, the cooling off period, and other relevant information relating to this product.

Part B is the **Policy**, which sets out all the terms, conditions and exclusions applicable to this insurance.

It is important that **You** read both Part A and Part B of this booklet carefully before applying for this insurance so that **You** understand the cover provided and its terms, conditions and exclusions.

Updating the PDS

Information in the PDS may need to be updated from time to time, however any changes will not affect policies issued prior to any changes being made. **You** can request a copy of the updated information by contacting **Us** using the contact details set out on page 4. **We** will send **You** a copy of the updated information upon **Your** request. **We** will issue a supplementary or replacement PDS and **Policy** if there is a materially adverse change or omission from this PDS and **Policy**.

PART A: PRODUCT DISCLOSURE STATEMENT (PDS)

Preparation Date: 2 September 2021

ABOUT US

The Insurer

The ProRisk Personal Accident and Sickness Insurance Policy is issued by Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 AFSL 308076 ("ProRisk") on behalf of the Underwriter.

How To Contact Us

We can be contacted by telephone or in writing at:

ProRisk

Level 2, 115 Bridge Road, Richmond, VIC, 3121

Email: enquiries@prorisk.com.au

Phone: (03) 9235 5255

Fax: 1800 633 073

Your Insurance Broker will arrange this insurance for You. If You have any questions about Your cover, or You wish to contact ProRisk, please contact Your Insurance Broker for assistance.

SIGNIFICANT FEATURES AND BENEFITS

The following is a summary of some of the significant features and benefits of this insurance.

Please read this PDS and the Policy carefully before you apply for this insurance to make sure that you understand the cover provided and its terms, conditions and exclusions.

Coverage

Depending on what cover you decide to purchase, the Policy can provide benefits for:

A. Accident

- Death
- Total and irrecoverable loss of sight of both eyes
- Total and irrecoverable loss of sight of one eye
- Loss of two limbs
- Loss of one limb
- Total and irrecoverable loss of sight of one eye and loss of one limb

- **Permanent Total Disablement** (other than total loss of sight of one or both eyes or loss of limb)
- **Temporary Total Disablement**
- **Temporary Partial Disablement**

B. Sickness

- Total and irrecoverable loss of sight of both eyes
- Permanent Total Disablement by paralysis
- Temporary Total Disablement by sickness of any kind

C. Non-Medicare Medical Expenses

Non-Medicare Medical Expenses incurred in respect of a **Bodily Injury**.

Payments

The Policy provides for three different types of payments:

- Lump Sum Benefits - these apply to everything other than **Temporary Total Disablement** and; **Temporary Partial Disablement** by **Bodily Injury** and **Sickness**;
- Weekly Benefits - these apply to **Temporary Total Disablement**; and **Temporary Partial Disablement** by **Bodily Injury**; and **Sickness** and are limited to a maximum number of weeks;
- **Non-Medicare Medical Expenses**.

Exclusions

The Policy contains exclusions that mean that we will not pay claims arising from certain causes. All of these are fully explained in the Policy but can be summarised as:

- War
- Terrorism
- Radioactivity
- Nuclear/Chemical/Biological Terrorism
- Certain excluded activities
- Air Travel other than as a passenger
- Professional Sport
- Suicide
- Intentional Self-Injury
- Insanity
- Exposure to exceptional danger
- Criminal Acts
- Alcohol or Drugs
- Mental illness, mental or emotional disorders
- Venereal Disease
- AIDS
- Pregnancy
- Childbirth

- Pre-Existing Conditions

Conditions

The **Policy** contains conditions which limit or exclude the cover available in certain circumstances. The conditions are fully explained in the **Policy** but can be summarised as:

- Hazardous activities;
- Aggravation by Pre-Existing Conditions;
- Other Insurance.

Limitations

The **Policy** contains provisions that limit the maximum amount(s) payable in the event of **Accident** or **Sickness**.

We will not make payments to **You** under more than one of the classes of cover that **You** have chosen to buy arising from one **Accident** or one **Sickness**.

Additionally, **You** can only claim for the consequences of an **Accident** or **Sickness** if these occur within one year from the date of the **Accident** or **Sickness**.

No **Benefit** shall be payable where providing such payment would result in **Us** contravening the *Private Health Insurance Act 2007* (Cth) which regulates private health insurance products, the *Health Insurance Act 1973* (Cth) which regulates Medicare benefits, the *National Health Act 1953* (Cth) which regulates the provision of pharmaceutical, sickness and hospital benefits and medical and dental services or any applicable legislation. This **Policy** is not and does not replace the need for health insurance.

Our Rights to Refuse A Claim

We can reduce **Our** liability under the **Policy** by the amount that fairly represents the extent to which **We** were prejudiced as a result of **Your** actions or **Your** failure to act. If **You** fail to comply with **Your** duty to take reasonable care not to misrepresent, **We** may be entitled to reduce our liability under the **Policy** or **We** may cancel the contract. If **Your** misrepresentation to **Us** is fraudulent, **We** may also have the option of avoiding the contract from its beginning.

PREMIUM

The **Premium** payable by **You** will be shown on the **Schedule**. The key factors that influence the **Premium** calculation include **Your** occupation, the type of cover and the limits selected by **You**.

CANCELLING THE POLICY

How You can cancel the Policy

You can cancel the **Policy** at any time during the **Policy Period** by telling **Us** that **You** want to cancel it. **You** should do this in writing or in person to the broker or agent who sold **You** the **Policy**. **We** will accept notice of cancellation only from the person or entity shown as the **Insured** in the **Schedule** of the **Policy**.

How We Can Cancel The Policy

We can cancel the **Policy** in any circumstances permitted by law (including failure to comply with the duty of utmost good faith, failure to comply with a provision of the contract or where the insured has made a fraudulent claim) by writing to **You** via the broker or agent who sold **You** the **Policy**.

The **Policy** may otherwise be cancelled in writing following mutual agreement between **You** and **Us**.

Return of Premium

If **You** cancel the **Policy**, **We** will retain the earned proportion of the **Premium** calculated pro rata as at the date of cancellation, provided **We** will always retain a minimum of 25% of the **Premium**.

COOLING-OFF PERIOD

If **You** decide for any reason that **You** no longer want to purchase the **Policy**, **You** can notify the insurance broker or agent who sold **You** the **Policy** within 21 days of the start date of the **Policy**.

Provided that **You** have not and will not make a claim, **We** will return to **You** the entire **Premium**.

MAKING A CLAIM

We must be given notice as soon as reasonably practicable of any **Accident** or **Sickness** which causes or may cause disablement and **You** must as early as reasonably possible place **Yourself** under the care of a **Medical Practitioner**.

We must be given notice as soon as reasonably practicable in the event of **Your** death resulting or alleged to result from an **Accident**.

It is a requirement of **Us** considering **Your** claim that all reasonably available medical records, notes, and correspondence referring to the subject of a claim or a related **Pre-Existing Condition** shall be made available on request to any **Medical Practitioner** appointed by or on behalf of **Us** and that such **Medical Practitioner(s)** shall, for the purpose of reviewing the claim, be able to examine **You**, as is reasonably practicable in the circumstances of **Your** injury.

YOUR DUTY TO TAKE REASONABLE CARE NOT TO MISREPRESENT

You have a duty to take reasonable care not to make any misrepresentation when entering into, varying, extending or renewing the **Policy**. However, **You** will not have made a misrepresentation merely because **You** failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

This means that it is essential that **You** respond to specific questions that **We** ask honestly and to the best of **Your** knowledge, including where **We** ask **You** to confirm or update information that **You** have previously given to **Us** when entering into, varying, extending or renewing the **Policy**.

To assist **You** with providing **Us** with honest and accurate responses to any questions **We** ask of **You**, **We** have endeavoured to ensure that any questions **We** ask are clear and easy to understand. Further, where possible, **We** can provide examples of the types of responses **We** are looking for when asking a particular question.

If **You** are unclear of any particular question or would like **Us** to explain it to **You**, please get in touch with **Us** via **Your** Insurance Broker and we will explain this to **You**.

In determining whether **You** have fulfilled this duty to take reasonable care not to make a misrepresentation to **Us**, **We** will consider all of the relevant circumstances of a particular case. In particular, **We** may take into account the type of this insurance contract and its target market, explanatory material or publicity produced or authorised by **Us**, how clear and how specific any questions asked by **Us** were, how clearly **We** communicated to **You** the importance of answering those questions and the possible consequences of failing to do so, whether or not an agent was acting for **You** and whether the contract was a new contract or was being renewed, extended, varied or reinstated. **We** must also take into account any particular characteristics or circumstances about **You** which **We** were aware of, or ought reasonably to have been made aware of.

If **You** do not respond honestly and accurately to specific questions that **We** ask, **We** may (acting reasonably) cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a **Claim**, or both. It is therefore vital that **You** be honest and specific in **Your** responses. If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the **Policy** as if it never existed (this does not mean that **We** will refund any premiums that **You** have already paid).

PRIVACY COLLECTION STATEMENT

ProRisk is bound by the obligations of the *Privacy Act 1988* (Cth) (as amended) regarding the collection, use, disclosure and handling of personal information.

We collect personal information about **You** and about other individuals to enable **Us** to provide **You** with relevant products and services, to assess **Your** application for insurance and, if a contract is entered, to enable **Us** to provide, administer, and manage the **Policy**, and to investigate and handle any claims under the **Policy**. **We** may disclose personal information **We** collect to third parties (who may be located in the United Kingdom and other countries outside Australia). These include the insurer, lawyers, claims adjusters, and others appointed by **ProRisk** to assist **Us** in providing relevant products and services. **We** may also disclose **Your** information to people listed as co-insured on the **Policy** and to **Your** agents. By providing **Your** personal information to **Us**, **You** consent to **Us** making these disclosures.

If **You** do not provide all or part of the information required, **We** may not be able to provide **You** with **Our** products and services, consider **Your** application for insurance, administer the **Policy**, assess or handle claims under the **Policy**. When **You** provide **Us** with personal information about other individuals, **We** rely upon **You** to have made them aware of that disclosure, and to ensure that they are aware of the matters set out in this **ProRisk** Privacy Statement and **ProRisk's** Privacy Policy and have consented to the disclosure.

Further information about **ProRisk's** collection, use, disclosure and handling of personal information is set out in its Privacy Policy, available on its website at www.prorisk.com.au. To obtain a hard copy of our Privacy Policy or to request access to or correction of or to update personal information, contact the Privacy Officer at **ProRisk** by email: enquiries@prorisk.com.au or by mail at the address shown on the **Policy**.

GENERAL INSURANCE CODE OF PRACTICE

The **Underwriter** proudly supports the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. **You** can obtain a copy of the General Insurance Code of Practice from <http://www.codeofpractice.com.au/> or by contacting **Us**. This **Policy** is compliant with the General Insurance Code of Practice.

COMPLAINTS HANDLING

Any enquiry or complaint relating to this insurance should be referred to **ProRisk** in the first instance. **Our** contact details are set out on page 4 of this PDS. **We** have a complaints handling and internal dispute resolution process to assist **You**, and **We** will respond to complaints within 15 business days. If this does not resolve the matter or **You** are not satisfied with the way a complaint has been dealt with, **You** should write to the Complaints Department of the **Underwriter**:

The Complaints Manager
Swiss Re International SE Australia Branch
Level 36, Tower Two, International Towers Sydney
200 Barangaroo Avenue, Sydney NSW 2000
Telephone: (02) 8295 9500
Email: complaints_anz@swissre.com

Complaints that cannot be resolved by the Complaints Department of the Underwriter may be referred to the:

Australian Financial Complaints Authority
 GPO Box 3
Melbourne VIC 3001
Email: info@afca.org.au
Telephone: 1800 931 678

Further details will be provided at the appropriate stage of the complaints process.

PART B: THE POLICY

IMPORTANT INFORMATION

ProRisk and the Insurer

Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 AFSL 308076 (“**ProRisk**”) is authorised to bind this **Policy** on behalf of the **Underwriter**.

This Policy

This **Policy** consists of this section B **Policy** wording and the **Policy Schedule** that **We** give **You**.

Please read this **Policy** carefully and satisfy yourself that it provides the cover **You** require. If **You** want more information about this **Policy**, please contact **Your** insurance broker. The **Policy** and the **Policy Schedule** should be kept in a safe place for future reference. **Your** insurance broker has arranged this **Policy** for **You**. If **You** have any questions about **Your** cover, or **You** wish to contact **ProRisk**, please contact **Your** insurance broker for assistance.

Law and Jurisdiction

The construction, interpretation and meaning of the provisions of the **Policy** shall be determined in accordance with the laws of **Australia** and the Australian State or Territory in which the **Policy** is issued. In the event of any dispute arising under this **Policy**, including but not limited to its construction, validity, performance and/or interpretation, **You** will submit to the exclusive jurisdiction of any competent court in the Commonwealth of Australia.

Definitions

Apart from in the various headings, words appearing in bold type in the **Policy** have specific meanings attached to them, such as “**You**” and “**Us**”. When reading the **Policy** please make sure that **You** refer to the various definitions to ensure that **You** understand what is being said.

PERSONAL ACCIDENT & SICKNESS INSURANCE POLICY

In consideration of the payment of the **Premium** and in reliance upon the contents of the **Proposal** and any other information submitted by or on **Your** behalf, **We** will pay **You** the applicable **Benefit** in accordance with the terms and conditions of this **Policy**.

INSURING CLAUSES

If **You** suffer from an **Insured Event** as a result of **Bodily Injury** or **Sickness** during the **Period of Insurance**, **We** will pay **You** or **Your** executors or administrators (if any) the compensation listed in the **Table of Benefits**.

TABLE OF BENEFITS

The **Benefits** specified in this table are subject to the **Excess Period**, where applicable.

INSURED EVENTS Bodily Injury resulting directly in:	THE COMPENSATION Being a percentage of the Sum Insured
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Permanent paralysis of all limbs	100%
4. Permanent total loss of two limbs	100%
5. Permanent total loss of one limb	100%
6. Permanent total loss of sight in both eyes	100%
7. Permanent total loss of sight in one eye	100%
8. Permanent total loss of the lens of the eye	60%
9. Permanent total loss of hearing in: (a) Both ears (b) One ear	80% 20%
10. Third degree burns and or resultant disfigurement which covers more than 40% of the entire external body	50%
11. Permanent total loss of use of four fingers and thumb of either hand	80%
12. Permanent total loss of use of four fingers of either hand	50%
13. Permanent total loss of use of the thumb of either hand: (a) both joints (b) one joint	30% 15%
14. Permanent total loss of use of any one finger of either hand: (a) three joints (b) two joints (c) one joint	10% 7.5% 5%

15. Permanent total loss of use of toes of either foot: (a) all - one foot (b) great - both joints (c) great - one joint (d) other than great - each toe	15% 5% 3% 1%
16. Fractured leg or patella with established failure to heal	10%
17. Shortening of Leg by at least 5cm	7.5%
18. Broken bone Benefits caused directly and solely by Bodily Injury : (a) neck or spine (b) hip, pelvis (c) skull, shoulder blade (d) collar bone, upper leg (e) upper arm, kneecap, forearm, elbow (f) lower leg, jaw, wrist, cheek, ankle, hand, foot (g) ribs, (h) finger, thumb, toe	\$2,000 \$500 \$200 \$200 \$150 \$100 \$50 \$50
19. Permanent Total Disablement not otherwise provided for under Insured Events 8-17 inclusive	Such percentage of the Sum Insured as We reasonably determine, and being not inconsistent with the compensation provided under Insured Events 8-17 inclusive. The maximum amount payable is \$50,000.
20. Temporary Total Disablement caused directly and solely by Bodily Injury	During such disablement, the weekly accident benefit as specified in the Schedule or 85% of Your Gross Salary , whichever is the lesser.
21. Temporary Partial Disablement caused directly and solely by Bodily Injury	During such disablement, the amount payable for Insured Event 20 less the amount received from employment in a reduced capacity.
INSURED EVENTS Sickness resulting directly in:	THE COMPENSATION Being a percentage of the Sum Insured
22. Temporary Total Disablement caused directly and solely by Sickness	During such disablement, the weekly sickness benefit as specified in the Schedule or 85% of Your Gross Salary , whichever is the lesser.
23. Temporary Partial Disablement caused directly and solely by Sickness	During such disablement, the amount payable for Insured Event 22 less the amount received from employment in a reduced capacity.

NON-MEDICARE MEDICAL EXPENSES

If during the **Period of Insurance**, **You** suffer a **Bodily Injury**, **We** will pay the **Non-Medicare Medical Expenses** incurred up to the amount indicated in the **Schedule**.

Any benefit payable for **Non-Medicare Medical Expenses** is less recovery made from any private health insurance fund.

No benefit is payable:

- (a) in respect of the Medicare gap between payment made by Medicare and the charges incurred; or
- (b) where providing such payment would result in **Us** contravening the *Private Health Insurance Act 2007* (Cth) which regulates private health insurance products, the *Health Insurance Act 1973* (Cth) which regulates Medicare benefits, the *National Health Act 1953* (Cth) which regulates the provision of pharmaceutical, sickness and hospital benefits and medical and dental services or any applicable legislation.

DEFINITIONS

Wherever the following words and phrases appear in bold in this **Policy** they will always have these meanings.

"Accident" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.

"Accidental Death" means death occurring as a result of **Bodily Injury**.

"Benefit" means the compensation that **You** are entitled to under this **Policy** for an **Insured Event**.

"Bodily Injury" means identifiable physical injury which:

- (a) is caused by an **Accident**; and
- (b) solely and independently of any other cause (except **Sickness** directly resulting from, or medical or surgical treatment rendered necessary by such injury) results in **Your** death or disablement within twelve months from the date of the **Accident**.

"Excess" means the amount **You** must firstly contribute toward any claim. The excess relevant to each **Benefit** is specified in the **Schedule**.

"Excess Period" means the period of time after a claim is approved under the **Policy** for which no **Benefits** are payable as specified in the **Schedule**.

"Gross Salary" means:

- (a) in the case of an employee, their weekly pre-tax income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the commencement of the disability or over such shorter period as they have been employed; or
- (b) in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the commencement of the disability or over such shorter period as they have been self-employed.

"Insured", **"Insured Person"**, **"You"** and **"Your"** mean the person named as the insured in the **Schedule**.

"Insured Event(s)" means the insured events described in the **Table of Benefits**.

"Loss of a Limb" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

"Medical Practitioner" means a person duly qualified and legally registered or licensed to practice medicine and who is not an **Insured**, their relative or their employee.

"Non-Medicare Medical Expenses" means expenses incurred within twelve (12) months of sustaining a **Bodily Injury** but **We** will not pay any **Benefits**:

- (a) where providing such payment would result in **Us** contravening the *Private Health Insurance Act 2007* (Cth) which regulates private health insurance products, the *Health Insurance Act 1973* (Cth) which regulates Medicare benefits, the *National Health Act 1953* (Cth) which regulates the provision of pharmaceutical, sickness and hospital benefits and medical and dental services or any applicable legislation;
- (b) for dental treatment, unless such treatment is necessarily required, to teeth other than

dentures and is caused by the **Bodily Injury** referred to above; or

- (c) that **You** are eligible to receive as Medicare benefits.

"Period of Insurance" means the period shown in the **Schedule** as the period of insurance, unless terminated earlier.

"Permanent Total Disablement" means disablement which in the opinion of a **Medical Practitioner** entirely prevents **You** from attending to any business or occupation of any and every kind and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

"Policy" means this product disclosure statement, this policy wording, any endorsements to it, the **Schedule**, the **Proposal** and any other documents that **We** issue to **You** at the time **You** purchase this **Policy** from **Us** and advise **You** that they form part of the **Policy**.

"Pre-Existing Condition" means any injury or any illness, disease or syndrome that existed prior to the commencement of the **Policy**, of which **You** were aware before becoming insured, or which a reasonable person in **Your** circumstances could have been expected to have been aware.

"Premium" means the amount stated as the premium in the **Schedule**.

"Professional Sport" means any sport that is **Your** full time occupation and for which you receive payment for **Your** performance.

"Proposal" means the written proposal form bearing the date stated in the **Schedule** together with any supplementary material submitted to **Us** by **You** or on **Your** behalf.

"ProRisk" means Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 AFSL 308076.

"Schedule" means the current schedule to this **Policy** issued by **ProRisk**.

"Sickness" means a physical sickness which is evident during the **Period of Insurance** and results in **Your** disablement within twelve months after being evident, but does not mean mental illness, or mental or emotional disorders.

"Table of Benefits" means the table of benefits listed after the Insuring Clause.

"Temporary Partial Disablement" means that, in the opinion of a **Medical Practitioner**, **You** are temporarily unable to perform a substantial part of **Your** usual employment, business or occupation activities while you are under the regular care of and acting in accordance with the instructions or advice of a **Medical Practitioner**.

"Temporary Total Disablement" means that in the opinion of a **Medical Practitioner**, **You** are temporarily unable to perform all of **Your** usual employment, business or occupation activities, or any other occupational or employment activities for which **You** have the experience, skills, education or training while you are under the regular care of and acting in accordance with the instructions or advice of a **Medical Practitioner**.

"Underwriter" means Swiss Re International SE Australia Branch (ABN 38 138 873 211).

"We", **"Us"** and **"Our"** means **ProRisk** on behalf of the **Underwriter**.

EXCLUSIONS

We will not pay any **Benefits** with respect to any **Insured Event Bodily Injury** or **Sickness** directly or indirectly arising out of or resulting from or contributed to by:

War

War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

Terrorism

Any act of terrorism, or any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

Radioactivity

Radioactive contamination, nuclear reaction, or nuclear radiation.

Nuclear/Chemical/Biological Terrorism

Any act of terrorism involving the use or release, or the threat thereof, of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government or to put the public, or any section of the public, in fear.

Excluded Activities

You engaging in or taking part in:

- (a) naval, military or air force service or operations;
- (b) skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, or driving or riding in any kind of race; or
- (c) motor cycling except for agricultural or pastoral purposes on a motor cycle with an engine capacity of less than 250cc.

Air Travel

Flying or other aerial activity unless as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial operator.

Professional Sport

Participating in or training for any **Professional Sport**.

Suicide/Intentional Self-Injury/Insanity

Suicide or attempted suicide, intentional self-injury, or being in a state of insanity.

Criminal Acts/Alcohol/Drugs

- (a) **You** engaging in criminal activity;
- (c) **You** being under the influence of alcohol; or
- (e) **You** being under the influence of drugs (unless prescribed by a **Medical Practitioner**).

Venereal Disease/AIDS

Venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or AIDS – related complex, howsoever this syndrome has been acquired or may be named.

Pregnancy/Childbirth

Pregnancy, childbirth or miscarriage, or any complications thereof.

Pre-Existing Condition

No **Benefit** shall be payable in the event of disablement arising from, traceable to, aggravated by, or accelerated by a **Pre-Existing Condition**.

Legislative Exclusion

No **Benefit** shall be payable where providing such payment would result in **Us** contravening the *Private Health Insurance Act 2007* (Cth) which regulates private health insurance products, the *Health Insurance Act 1973* (Cth) which regulates Medicare benefits, the *National Health Act 1953* (Cth) which regulates the provision of pharmaceutical, sickness and hospital benefits and medical and dental services or any applicable legislation.

LIMITATIONS

Payments under **Insured Events** Item 3, and Item 4, specified in the **Table of Benefits**

We will not pay **You** any claim under Items 3 or 4 of the **Insured Events** should **Sickness** cause **Your** death within twelve months of that **Sickness** being evident.

Multiple Payments/Weekly Payments

- (a) **We** will not pay **You Benefits** for more than one **Insured Event** specified in the **Table of Benefits** for any one **Accident** or any one **Sickness** (except for any compensation payable in respect of **Temporary Partial Disablement** before or after **Temporary Total Disablement**); and
- (b) **We** will not pay **You** any weekly compensation until the total amount of the weekly compensation has been calculated and agreed. If **We** do pay **You** weekly compensation, the amount **We** pay will be deducted from the amount of any lump sum **You** can claim in respect of the same **Accident** or **Sickness**.

Maximum Amount We Will Pay

The total amount **We** will pay under this **Policy** for any one or more claims shall not exceed in total the largest amount payable for any one **Insured Event**.

If Accidental Death Is Not Covered

If **You** have chosen not to buy cover under Item 1 of the **Insured Events – Accidental Death**, then **We** will not pay any claim, other than for weekly compensation, in respect of any **Accident**.

If Accidental Death Is Covered

If **You** have chosen to buy cover under Item 1 of the **Insured Events – Accidental Death**, and an **Accident** causes **Your** death within twelve months following the date of the **Accident** and before the settlement of the compensation for disablement provided for under Items 2 to 5 of the **Insured Events**, **We** will only pay **You** the compensation provided for in the case of **Accidental Death**.

Time Limitations

We will only pay **You Benefits** for **Insured Events** if:

- (a) under Item 1, death occurs within twelve months of the date of the **Accidental Death**;
- (b) under Items 4 to 7, loss occurs within twelve months of the date of the **Accident**;
- (c) under Items 2 and 3, **You** become totally disabled within twelve months of the date of the **Accident** and such disablement lasts for twelve months.

CONDITIONS

Hazardous Activities

If **You** regularly take part in any occupation, sport, pastime or activity in which materially greater risk may be incurred and **We** were not told about this before the **Policy** started then **We** may reduce **Our** liability under this **Policy** in respect of any **Accident** or **Sickness** arising out of that occupation, sport, pastime or activity to the extent that **We** are prejudiced. However, if **You** notify **Us** first, **We** will reasonably consider the risk and give **Our** written agreement to cover **You** for this (subject to the payment of any additional premium which **We** may reasonably require) or give **You** a reason why **We** are not able to provide cover.

Aggravation by Pre-Existing Condition

If the consequences of an **Accident** are made worse because of any condition or physical disability which **You** were aware **You** had (or a reasonable person in the circumstances could be expected to have been aware of) before the **Accident** occurred, the amount of any compensation **We** will pay in respect of the consequences of the **Accident** shall be the amount which **We** reasonably consider would have been payable if such consequences had not been made worse.

Notice of Claim

We must be given notice as soon as reasonably practicable of any **Accident** or **Sickness** which causes or may cause disablement within the meaning of this **Policy**, and **You** must as soon as is reasonably practicable place **Yourself** under the care of a **Medical Practitioner**.

We must be given notice as soon as reasonably practicable in the event of **Your** death resulting or alleged to result from an **Accident**. Written notice shall be given to:

ProRisk

Level 2, 115 Bridge Road,
Richmond, Victoria, 3121
Email: enquiries@prorisk.com.au
Fax: 1800 633 073

It is a requirement of **Our** liability to pay compensation to **You** or **Your** representatives, that all medical records, notes, and correspondence reasonably available referring to the subject of a claim or a related **Pre-Existing Condition** shall be made available on request to any **Medical Practitioner** appointed by agreement between **You** and **Us** and that such **Medical Practitioner(s)** shall, for the purpose of reviewing the claim, be able to examine **You**, as is reasonably practicable in the circumstances of **Your** injury..

Service of Suit

We agree that:

- (a) in the event of a dispute arising under this **Policy**, **We** at **Your** request will submit to the jurisdiction of any competent Court in the Commonwealth of Australia, such dispute shall be determined in accordance with the law and practice applicable in such Court; and
- (b) any summons notice or process to be served upon **Us** may be served upon:

General Counsel
Professional Risk Underwriting Pty Ltd

Level 2, 115 Bridge Road, Richmond,
VIC 3002

who has authority to accept service and to cause an appearance to be entered on **Our** behalf, and who is directed at **Your** request to give a written undertaking to **You** that he will cause an appearance to be entered on **Our** behalf.

Subrogation

Should any payment be made under this **Policy**, **We** will retain the right to be subrogated to all rights of recovery in respect of such payments. In addition, all reasonable assistance, including the provision of documentation, will be rendered to **Us** in the prosecution of such rights by **You**. Any recovery received will be applied first against any loss insofar as it exceeds the **Aggregate Limit of Liability**, then against any payment made by **Us**, and finally against any **Excess**.

Claim Offset

Except for items 1-18 in the **Table of Benefits**, there is no cover under the **Policy** for any loss, damage, liability, **Bodily Injury** or **Sickness** which is covered under any other insurance policy (where the other policy is clearly specified as a primary policy and this **Policy** is expressed as providing excess coverage), health or medical scheme or act of Parliament or is payable by any other source. Where permissible by law, **We** will, however, pay the difference between what is payable under the other insurance policy, health or medical scheme or act of Parliament or such other source and what **You** would be otherwise entitled to recover under the **Policy**.

Weekly Benefits

All weekly **Benefits** paid in relation to items 20-23 of the **Table of Benefits** will be paid monthly in arrears.

Other Insurance

In the event of a claim, **You** must advise **Us** of any other insurance that **You** may have covering the same risk.

Non-Avoidance

We will not avoid this **Policy** in the event of misrepresentation of information to **Us** if **You** are able to establish to the reasonable satisfaction of **Us** that such misrepresentation was innocent and free from any fraudulent conduct or intent to deceive.

We may avoid this **Policy** if the non-disclosure or misrepresentation of information to **Us** was made fraudulently.

In either case, to the extent that the non-disclosure or misrepresentation has prejudiced our right to effectively associate with **You** in the defence and settlement of any claim then **We** reserve the right to deduct from any loss an amount that would place **Us** back in a position that we would have been in had such prejudice not occurred.

Due Diligence

You will exercise reasonable due diligence in doing all **things to avoid or reduce any loss under this Policy**.

Sanctions Limitation

We will not be liable under this **Policy** to provide any cover or pay any other **Benefit** to the extent that the provision of such cover, payment of such claim or provision of such other **Benefit** would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to **Us**.