

Journey Cover 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. **ProRisk** is authorised to underwrite the **Policy** on behalf of the **Underwriters**.

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 change 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: 24 March 2021

ABOUT US

The Insurer

The **ProRisk** Journey Cover 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

The **Policy** provides benefits for:-

- Death
- **Permanent Total Disablement**
- Permanent and incurable paralysis of all limbs
- Loss of sight in one or both eyes
- Loss of use of limbs
- Loss of hearing
- **Temporary Total Disablement**
- **Temporary Partial Disablement**

Payments

The **Policy** provides for three types of payments:-

- Lump Sum Benefits - these apply to everything other than Temporary Total Disablement and; Temporary Partial Disablement;
- Weekly Benefits - these apply to Temporary Total Disablement and Temporary Partial Disablement and are limited to a maximum number of weeks;
- Additional Benefits.

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
- Criminal Acts
- Alcohol or Drugs
- Air Travel other than as a passenger
- Certain excluded activities
- Professional Sport
- Suicide
- Intentional Self-Injury
- Insanity
- Exposure to exceptional danger
- Mental illness, mental or emotional disorders
- Venereal Disease
- AIDS
- Pregnancy
- Childbirth
- Pre-Existing Conditions
- Age

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 an **Injury**.

You can only claim for the consequences of an **Injury** if this occurs within one year from the date of the **Injury**.

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 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 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 **Injury** 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 **Injury**.

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 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.

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**.

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**. 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.

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 ~~set~~ 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 an underwriting agency and has the authority to issue this **Policy** on behalf of the **Underwriters**.

This Policy

This **Policy** consists of this section B **Policy** wording and the **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 **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 laws of Australia will apply and the Courts of Australia will have exclusive jurisdiction over all matters which may arise under the **Policy**.

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.

JOURNEY COVER 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 CLAUSE

1. Where **You** suffer from an **Insured Event** as a result of an **Injury** that occurs in the course of a **Journey** during the **Period of Insurance**, **We** will pay **You** or **Your** executors or administrators (if any) "The Compensation" specified in the **Table of Benefits**.

ADDITIONAL BENEFITS

1. Exposure to Elements

We will also pay **You** "The Compensation" specified in the **Table of Benefits** if as the result of an **Injury You** are exposed to the elements and as the result of that exposure suffer an **Insured Event** specified in the **Table of Benefits**.

2. Disappearance

If **Your** body is not found within 12 months after an **Accident** involving the conveyance in which **You** were travelling, death will be presumed in the absence of any evidence to the contrary.

TABLE OF BENEFITS

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

INSURED EVENTS Injury resulting directly in:	THE COMPENSATION Being a percentage of the Sum Insured
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent paralysis of all Limbs	100%
4. Permanent total loss of sight to both eyes	100%
5. Permanent total loss of sight to one eye	100%
6. Permanent total loss of use of two Limbs	100%
7. Permanent total loss of use of one Limb	100%
8. Permanent total loss of use of hearing: (a) Both Ears (b) One Ear	(a) 80% (b) 20%
9. Permanent total loss of four fingers and thumb or either hand	80%
10. Permanent total loss of the lens of the eye	60%
11. Permanent total loss of use of four fingers of either hand	50%
12. Third degree burns and or resultant disfigurement which covers more than 40% of the entire external body	50%
13. Permanent total loss of use of one thumb of either hand: (a) both joints (b) one joint	(a) 30% (b) 15%
14. Permanent total loss of use of fingers of either hand: (a) three joints (b) two joints (c) one joint	(a) 10% (b) 7.5% (c) 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	(a) 15% (b) 5% (c) 3% (d) 1%
16. Fractured leg or patella with established failure to heal	10%
17. Shortening of Leg by at least 5cm	7.5%
18. 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 compensations provided under Insured Events 9-18 inclusive. The maximum amount payable is \$50,000.
19. Broken bone & Dental Benefits caused directly and solely by Injury :	

<ul style="list-style-type: none"> (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 (i) broken tooth 	<ul style="list-style-type: none"> (a) \$2,000 (b) \$500 (c) \$200 (d) \$200 (e) \$150 (f) \$100 (g) \$50 (h) \$50 (i) \$200 (per tooth to a maximum of \$1,000)
<p>20. Temporary Total Disablement caused directly and solely by an Injury</p>	<p>During such disablement, the weekly accident benefit as specified in the Schedule or 85% of Your Gross Salary, whichever is the lesser.</p>
<p>21. Temporary Partial Disablement caused directly and solely by an Injury</p>	<p>During such disablement, the amount payable for Insured Event 20 less the amount received from employment in a reduced capacity.</p>

DEFINITIONS

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

1. **Accident**

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

2. **Aggregate Limit of Liability**

The term "**Aggregate Limit of Liability**" means the maximum amount we will pay for all claims arising from **Insured Events** during the **Period of Insurance** as indicated on the **Schedule**.

3. **Benefit**

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

4. **Excess**

The term "**Excess**" means the amount you must first contribute towards a claim. The excess relevant to each **Benefit** is specified in the **Schedule**.

5. **Excess Period**

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

6. **Gross Salary**

The term "**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;

7. **Injury**

The term "**Injury**" means identifiable physical injury to **You** which is:

- (a) caused by an **Accident** during the **Period of Insurance**; and
- (b) solely and independently of any other cause results in any of the **Insured Events** within twelve months from the date of the **Injury**.

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 Condition**; or
- (c) any degenerative condition.

8. **Insured, Insured Person, You, Your, Yourself**

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

9. **Insured Event(s)**

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

10. **Journey**

The term "**Journey**" means travel on a direct route between **Your** place of residence and **Your** place of employment for the purpose of going to or returning from work and travel for work related purposes.

11. **Loss of a Limb**

The term "**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.

12. **Medical Practitioner**

The term "**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.

13. **Period of Insurance**

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

14. **Permanent Total Disablement**

The term "**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.

15. **Policy**

The term "**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 of **You** purchasing this insurance from **Us** and advise **You** that they form part of the **Policy**.

16. **Pre-Existing Condition**

The term "**Pre-Existing Condition**" means any injury or any illness, disease or syndrome:

- (a) which **You** were aware of (whether diagnosed or not);
- (b) which **You** have sought treatment or advice for; or
- (c) for which **You** had symptoms that a reasonable person in the circumstances would have sought treatment or advice for;

prior to the commencement of this **Policy** or as disclosed and reasonably agreed by **Underwriter**.

17. **Premium**

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

18. **Professional Sport**

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

19. **Proposal**

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

20. **ProRisk**

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

21. **Schedule**

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

22. **Table of Benefits**

The term "**Table of Benefits**" means the table of benefits listed in this **Policy**.

23. **Temporary Partial Disablement**

The term "**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**.

24. **Temporary Total Disablement**

The term "**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**.

25. **Underwriter**

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

26. **We, Us and Our**

The words "**We**", "**Us**" and "**Our**" mean **ProRisk** on behalf of **Underwriter**.

EXCLUSIONS

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

1. **War**

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

2. **Terrorism**

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

3. **Radioactivity**

Radioactive contamination.

4. **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 and/or to put the public, or any section of the public, in fear.

5. **Criminal Acts/Alcohol/Drugs**

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

6. **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 concern.

7. **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.

8. **Professional Sport**

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

9. **Suicide/Intentional Self-Injury/Insanity**

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

10. **Venereal Disease/AIDS**

Venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.

11. **Pregnancy/Childbirth**

Pregnancy, childbirth or miscarriage, or any complications thereof.

12. **Pre-Existing Condition**

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

13. **Age**

You are 66 years of age or older, unless otherwise agreed on the **Schedule**.

LIMITATIONS

1. 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 **Injury** (except for any compensation payable in respect of **Temporary Partial Disablement** before or after **Temporary Total Disablement**); and
- (b) **We** will not pay **You** weekly compensation until the total amount of the weekly compensation has been calculated and agreed by **Us**, 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 **Injury**.

2. Maximum Amount We Will Pay

We shall not be liable for any **Benefits** under this **Policy** in excess of the **Aggregate Limit of Liability**.

3. Time Limitations

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

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

CONDITIONS

1. 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 **Injury** 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.

2. Aggravation by Pre-Existing Condition

If the consequences of an **Injury** 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 **Injury** occurred, the amount of any compensation **We** will pay in respect of the consequences of the **Injury** shall be the amount which **We** reasonably consider would have been payable if such consequences had not been made worse.

3. Notice of Claim

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

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

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(s)** 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.

4. 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;
- (b) any summons notice or process to be served upon **Us** may be served upon:-

C/- The Proper Officer
Professional Risk Underwriting Pty Ltd
ProRisk
Level 2, 115 Bridge Road
Richmond, Victoria, 3121

who has authority to accept service and to enter an appearance on **Our** behalf; and

- (c) if a suit is instituted against any one of **Us** all of **Us** hereon will abide by the final decision of such Court or any competent Appellate Court

5. 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**.

6. Claim Offset

Except for items 1-18 in the **Table of Benefits**, there is no cover under the **Policy** for any loss, damage, liability or **Injury** 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.

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**, where permissible by law.

7. Change of Occupation

Cover is only provided for the occupation declared in the **Proposal**. **You** must give us written notice within 30 days of any change in **Your** occupation. Where such notice is given, **We** shall be entitled to reasonably negotiate with **You** the terms for the continuation of this **Policy** and advise **You** when **We** are not reasonably able to continue the **Policy** for any reason.

8. Recurrence of Disablement

If, as a result of an **Injury**, **Benefits** are paid pursuant to **Insured Events** 20 or 21 and if, during the **Period of Insurance**, **You** suffer recurrence of **Temporary Total Disablement** or **Temporary Partial Disablement** as a result of the same **Injury**, the subsequent period of **Temporary Total Disablement** or **Temporary Partial Disablement** will be deemed a continuation of the prior period unless between such periods **You** have performed

the duties of **Your** usual occupation on a full-time basis for at least 6 consecutive months, in which case such period of **Temporary Total Disablement** or **Temporary Partial Disablement** shall be deemed the result of a new **Injury**.

9. Weekly Benefits

All weekly **Benefits** paid in relation to items 20-21 of the **Table of Benefits** will be paid monthly in arrears, except in relation to Additional Benefits.

10. Currency

All **Benefits** paid under this **Policy** will be paid in Australian Dollars (AUD) unless otherwise specified in the **Schedule**.

11. Other Insurance

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

12. 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.

13. Due Diligence

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

14. 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**.