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# Individual Personal Accident & sickness Insurance

Combined Policy Wording and  
Product Disclosure Statement (PDS)

Issued by Agile Underwriting Services Pty Ltd  
ABN 48 607 908 243 – AFSL 483374

# INDIVIDUAL PERSONAL ACCIDENT & SICKNESS INSURANCE POLICY WORDING & PRODUCT DISCLOSURE STATEMENT (PDS)

Prepared on 22<sup>nd</sup> November 2019

Any general advice that may be contained within this **Policy** and Product Disclosure Statement (PDS) or accompanying material does not take into account **your** individual objectives, financial situation or needs. **You** need to decide if the limits, type and level of cover are appropriate for **you**.

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# SECTION A – PRODUCT DISCLOSURE STATEMENT (PDS)

## 1. WHO CAN I CONTACT IF I HAVE QUESTIONS?

**We** have simplified **our** contact points so **you** can easily get in touch with **us**.

FOR ENQUIRIES RELATING TO	PLEASE CONTACT
General enquiries, including <b>policy</b> questions and coverage, and <b>policy</b> amendments. Any questions, just call or email.	1300 475 092 <a href="mailto:help@agileunderwriting.com">help@agileunderwriting.com</a>
Cancelling <b>your policy</b> . <b>You</b> can cancel <b>your policy</b> at any time.	1300 475 092 <a href="mailto:cancel@agileunderwriting.com">cancel@agileunderwriting.com</a>
Making a claim online. <b>You</b> can claim directly through <b>our</b> online portal.	<a href="http://support.agileunderwriting.com">support.agileunderwriting.com</a>
Making a claim offline. Get in touch and <b>we</b> will send <b>you</b> a claim form.	1300 475 092 <a href="mailto:claims@agileunderwriting.com">claims@agileunderwriting.com</a>
Making a complaint. If <b>you</b> are not happy... <b>we</b> want to know.	1300 475 092 <a href="mailto:complaints@agileunderwriting.com">complaints@agileunderwriting.com</a>

## 2. ABOUT AGILE UNDERWRITING SERVICES

This insurance is issued by Agile Underwriting Services Pty Ltd (ABN 48 607 908 243, AFS Licence No. 483374) (AGILE).

AGILE arranges policies for and on behalf of Aspen Insurance UK Limited (the **insurer**).

In all aspects of the **policy**, AGILE acts as agent for the **insurer** and not for the **policyholder**. **Our** contact details are:

Head Office:	Level 5, 63 York St, Sydney, NSW, 2000 AUSTRALIA
Postal Address:	Level 5, 63 York St, Sydney, NSW, 2000 AUSTRALIA
Telephone:	1300 475 092
Website:	<a href="http://www.agileunderwriting.com">www.agileunderwriting.com</a>

## 3. ABOUT THE INSURER

Aspen Insurance UK Limited (ABN No. 33 128 637 650), who is authorised under the Insurance Act 1973 to write Australian Insurance business.

## 4. WORDS WITH SPECIAL MEANINGS

Throughout this document, certain words will appear in bold. These words have special meaning and are included in the General Definitions section of Section B of the **policy**. Please refer to the definitions for their meaning. Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and may be in force from time to time.

## 5. IMPORTANT INFORMATION ABOUT THIS POLICY

This document is a PDS and is also **our** insurance policy wording.

This document contains important information required under the Corporations Act 2001 (Cth) (the Act) and has been prepared to assist **you** in



understanding **your policy** and making an informed choice about **your** insurance requirements. It is up to **you** to choose the cover **you** need.

It is important that **you** carefully read and understand this document before making a decision. Other documents may form part of **our** policy wording and PDS and if they do, **we** will tell **you** in the relevant document.

In return for **you** paying **us** a **premium**, **we** insure **you** for the **events** described in the policy wording and PDS, subject to the terms, conditions and exclusions of **your policy**. Please keep this document, **your policy schedule** and any other documents that **we** tell **you** form part of **your policy** in a safe place in case **you** need to refer to them in the future. Please check these documents to make sure all the information in them is correct. Please let **us** know straight away if any alterations are needed or if **you** change **your** address or payment details. For certain types of cover under the **policy**, **we** will require **you** to provide receipts and other documentary evidence to **us** before **we** pay a claim.

### **About your policy schedule**

**Your policy schedule** contains important details about **your policy** such as the **period of insurance**, **your premium**, what cover options and excesses will apply, and any changes to the policy wording.

### **Adequate sums insured**

To ensure that the amount of insurance is adequate to cover losses in the **event** of a claim, **you** should establish an adequate **sum insured** when initially arranging cover and also take care to amend the sums insured if **your** situation changes.

If **you** have chosen cover for **temporary total disability** and **you** apply for a monthly **benefit sum insured** that is less than the **insured person's income** he or she stands to lose, the **insured persons** periodic payments will be capped to the monthly **sum insured you** choose.

If **you** have chosen cover for **temporary total disability** and **you** apply for a monthly **benefit sum insured** that is more than the **insured persons income** he or she stands to lose, the **insured persons** periodic payments will be capped to the **income** that he or she actually loses.

### Age limitation

The maximum age limit under this **policy** is seventy-five (75) years inclusive, unless **we** have agreed to extend the insurance by prior notice and agreement.

### Australian currency

All payments by **you** to **us** and **us** to **you** or someone else under **your policy** must be in Australian currency. Unless **we** have agreed otherwise by prior notice and agreement.

### Check your documents

It's important that **you** check all the details on the documents **we** send **you**. If **you** notice an error or if **you** have a question please contact us at [www.agileunderwriting.com/contact](http://www.agileunderwriting.com/contact). If **you** find **you** need to change the cover for whatever reason, get in contact with **us**.

### Commencement and period of insurance

**Your policy** begins on the commencement date or on the latest renewal date, whichever is the later, and continues for one (1) calendar year (being the **period of insurance**) after which time it expires, or until it is cancelled.

### Cooling off period

**You** have fourteen (14) days from the date **we** confirmed, electronically or in writing, that **you** are covered under **your policy** to decide if the **policy** meets **your** needs. **You** may cancel **your policy** simply by calling **us** on 1300 475 092 or advising **us** electronically or in writing (Level 5, 63 York St, Sydney, NSW, 2000 AUSTRALIA) within those fourteen (14) days to cancel it. If **you** do this, **we** will refund any **premiums you** have paid during this period. These cooling off rights do not apply if **you** have made or **you** are entitled to make a claim during this period.

### Expiry of your policy

**Your policy** expires at the end of the **period of insurance**. **We** may decide not to renew **your policy**. If **we** decide not to renew **your policy**, **we** will send **you** an expiry notice at least fourteen (14) days before the expiry of **your policy**. If **your policy** is cancelled or otherwise terminated, the **period of insurance** will be from the commencement date or renewal date, whichever is the later, up to and including the date of cancellation or termination.

## General Insurance Code of Practice

The General Insurance Code of Practice (the Code) outlines certain minimum standards of service that **you** should expect from insurers that have adopted it. Agile Underwriting proudly support and embrace its objectives of raising the standards of practice and service in the insurance industry. **You** can obtain a copy of the Code from [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## Intermediary remuneration

Aspen Insurance UK Limited pay remuneration to insurance intermediaries when **we** issue, renew or vary a **policy** the intermediary has arranged or referred to **us**. The type and amount of remuneration varies and may include commission and other payments. Information about the remuneration **we** may pay intermediaries can be obtained by requesting it from the intermediary or insurance advisor.

## Law and jurisdiction

This **policy** is subject to the laws of Australia. Any dispute relating to the **policy** shall be submitted to the exclusive jurisdiction of a Court within the State or Territory of Australia in which the **policy** was issued.

## Our agreement with you

This **policy** is a legal contract between **you** and **us**. **You** pay **us** the **premium**, and **we** provide **you** with the cover **you** have chosen as set out in the **policy schedule**, occurring during the **period of insurance** shown on **your policy schedule** or any renewal period.

## Renewal of your policy

This insurance may be renewed for further consecutive yearly periods upon payment of the **premium**. Payment of **your premium** is deemed to be acceptance of an offer of renewal for a further yearly period. If **you** continue to pay **your premium**, then unless **your policy** is cancelled or **we** advise **you** prior to the renewal date that **we** will be updating **your policy** or not be renewing, a **policy** on the same terms and conditions automatically comes in to existence for one (1) year from the renewal date.

## Taxation implications

This **policy** may be subject to a Goods & Services Tax in relation to **premium**.

Depending on the location of the risk being insured, this **policy** may be subject to Stamp Duty in relation to **premium** and GST.

Depending upon the **policyholder** or **insured person's** entitlement to claim Input Tax Credits under this **policy**, **we** may reduce the payment of any claim by the amount of any Input Tax Credit.

Any claim paid in respect of weekly **injury benefits** or weekly **sickness benefits** is subject to personal **income** tax. Where **we** are required to do so, **we** will withhold personal **income** tax amounts from claim payments **we** make and forward these amounts to the Australian Taxation Office on behalf of the **policyholder** or **insured person**. Where required, **we** will provide the **policyholder** or **insured person** a summary of the amounts withheld at the end of each financial year.

The **policyholder** and /or **insured person** should consult an authorised tax advisor if there are any questions that relate to particular circumstances.

### What makes up your premium

**Your premium** is determined by a number of factors and of course, the higher the risk is, the higher the **premium**. **Your premium** also includes amounts that **we** are required to pay, such as government charges, taxes or levies (e.g. Goods and Services Tax (GST) and Stamp Duty) that apply to **your policy**. **You** will find these amounts on **your policy schedule**.

The cost of the **policy** is calculated according to various risk factors, including but limited to:

- a) Age of **insured person**
- b) **Occupation** of **insured person**
- c) Activities undertaken during the **scope of cover**
- d) Previous claims experience for this type of risk
- e) Location
- f) The **benefit** and/or **sum insured** limits

### Your expectation

This **policy** may not match **your** specific cover requirements, (such as a particular exclusion). **You** should read both this PDS and the policy wording carefully. If **you** are unsure about any aspect of the product, then please ask **your** intermediary for assistance.

The **policy** will not cover certain health problems the **insured person** had before commencement of cover. Health problems include but are not limited to those that are chronic or **we** think are likely to reoccur.

## 6. YOUR DUTY OF DISCLOSURE

### What you must tell us

Before you enter into a contract of insurance with an insurer, you have a duty under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

**You** have this same duty to disclose those matters to **us** before **you** renew, extend, vary or reinstate **your policy**.

### If you do not tell us

If **you** do not answer **our** questions in this way, **we** may reduce **our** liability under contract in respect of a claim or refuse to pay a claim or cancel the **policy**. If **you** answer **our** questions fraudulently, **we** may refuse to pay a claim and treat the **policy** as never having commenced.

## 7. CANCELLATION OF YOUR POLICY

**Your policy** may be cancelled in one of two (2) ways:

### When you can cancel

**You** can cancel **your policy** at any time by emailing **us** at [cancel@agileunderwriting.com](mailto:cancel@agileunderwriting.com) or calling 1300 475 092.

If **you**:

- a. Pay **your premium** by instalments and wish to cancel, **we** will cancel on the date to which **you** have paid **your premium** in advance.
- b. Do not pay **your premium** by instalments, the cancellation will take effect at 4pm Australian Eastern Standard Time on the day **we** receive **your** notice of cancellation. **We** will refund the **premium** for **your policy**, less an amount which covers the period for which **you** were insured. However, **we**

will not refund any **premium** if **we** have paid or are obliged to pay a claim under **your policy**.

### When we can cancel

**We** can cancel **your policy** by giving **you** written notice to the address on file and in accordance with the Insurance Contracts Act 1984 (Cth), including where **you** have:

- a. Breached the Duty of Disclosure;
- b. Breached a provision of **your policy** (including one requiring payment of premium);
- c. Made a fraudulent claim under any **policy** of insurance. If **we** cancel, **we** will refund the **premium** for **your policy** less an amount to cover the period for which **you** were insured.
- d. Undertaken Deception, Fraud and Illegal use, **we** may be entitled to avoid this **policy** or withdraw from it in the event of intentional misrepresentation or deception. as well as in the event that the equipment is wholly or partly used in the course of, or to facilitate a criminal activity. If a fraudulent claim is made, entitlements and benefits will be forfeited, and information may be forwarded to the police and the prosecuting authorities.

**We** may cancel the **policy** by informing **you** in writing, subject to any relevant law. **We** will give **you** this notice in writing to **your** intermediary or to **your** address last known to **us**.

If **we** cancel, **we** will refund the **premium** for **your policy** less an amount to cover the period for which **you** were insured.

Nothing shall override the cancellation provisions contained in the Nuclear Risks Exclusion Clause AVN38B or the Extended Coverage (Aviation Liabilities) AVN52E of this **policy** if endorsed on **your policy**.

## 8. MAKING A CLAIM

### Your pre-claim checklist

Before **you** submit a claim, **we** recommend **you** use this checklist to help **you** get what **you** need to support **your** claim. When **you** submit **your** claim, **you** will be required to tell **us** what happened and provide **us** with all the documents **we** ask for.

It is important that **you** obtain as much documentation as possible at the time the situation occurs, as it can be difficult to obtain some documents.

- Get a written medical report or certificate from **your** treating **doctor** or **specialist** that clearly explains the medical condition.
- Keep originals of all documents that **you** submit electronically.
- Lodge **your** claim at the latest within thirty (30) days of the situation that gives rise to **your** claim.

### Do not admit fault or liability

Do not, unless **we** have approved:

- Admit that **you** are at fault, or
- Offer or promise to pay any money, or
- Become involved in litigation.

### Submitting your claim

The best way to submit **your** claim is via **our** on-line claims system. If there is a problem doing it on-line, **we** will ask **you** to complete a claim form.

It is important that **you** give **us** the information **we** require; if not, **we** may have to reduce the amount of **your** claim or **we** may not be able to process **your** claim at all.

**Our** on-line claims system is available at [support.agileunderwriting.com](http://support.agileunderwriting.com).

### Claims processing

**We** of course want to process **your** claim as quickly as **we** can. This will be helped a lot if **you** can be sure to have as much of the necessary documentation to submit with **your** claim. Once **we** have all the information **we** need, **your** claim will be processed within two (2) business days of **us**

receiving a completed online claim. **We** will let **you** know in writing if **we** need additional information.

### Help us recover anything we have paid

**You** must do everything **you** can to help **us** recover any money **we** pay relating to **your** claim. **You** are required to let **us** know if **you** become aware of a third party from whom **we** can recover money.

### We only make up the difference if you can claim from anyone else

If **you** make a claim against someone else and they do not pay **you** the full amount of **your** claim, **we** will make up the difference. **You** must claim from them first.

### Other insurance

**You** must advise **us** if anything **you** claim is covered by another insurance **policy**. If **you** receive the full **benefit** from a claim under one (1) insurance **policy**, **you** cannot make a claim under another **policy**.

**We** will make up the difference if **you** make a claim under another insurance **policy** and **you** are not paid the full amount. **We** may, however, need to seek contribution from **your** other insurer and so **you** must give **us** any information **we** need for a claim against the other insurer.

### We may need to contact other parties

**We** may, at **our** discretion, undertake in **your** name and on **your** behalf, proceedings for **our** own benefit to recover compensation or secure indemnity from any party relating to anything covered by this **policy**.

**You** are to assist and permit to be done all acts and things as required by **us** for the purpose of recovering compensation or securing indemnity from other parties to which **we** may become entitled or subrogated, upon **us** paying **your** claim under this **policy**. This applies regardless of whether **we** have yet paid **your** claim and whether or not the amount **we** pay **you** is less than full compensation for **your** loss. These rights exist regardless of whether **your** claim is paid under a non-indemnity or an indemnity clause of this **policy**.



## Subrogation

If **we** make any payment under this **policy**, then to the extent of that payment, **we** may exercise any rights of recovery held by **you** or the **policyholder**. **You** and the **policyholder** must not do anything which reduces any such rights and must provide reasonable assistance to **us** in pursuing any such rights.

## **9. COMPLAINTS AND DISPUTE RESOLUTION**

Agile takes the concerns of its customers very seriously. Agile has detailed complaint handling and dispute resolution procedures that **you** may access, at no cost to **you**. To obtain a copy of our procedures, please contact us on 1300 475 092 or [complaints@agileunderwriting.com](mailto:complaints@agileunderwriting.com).

To assist Agile with **your** enquiries, please provide us with **your** claim or policy number (if applicable) and as much information you can about the reason for **your** complaint or dispute. Agile's complaints and dispute procedures are as follows:

### Stage 1 - Complaint handling procedure

If **you** are dissatisfied with any of Agile's products or services and **you** wish to lodge a complaint, please contact us at:

Postal address: The Complaints Officer  
Agile Underwriting Services Pty Ltd  
Level 5, 63 York St, Sydney NSW 2001  
Telephone: 1800 815 675  
Email: [complaints@agileunderwriting.com](mailto:complaints@agileunderwriting.com)

We will acknowledge **your** complaint promptly by telephone or email and will aim to resolve **your** complaint within fifteen (15) business days, or if further investigation or information is required, we will work with **you** to agree on reasonable alternative timeframes.

**We** will usually require the following information:

- A. Name, address and telephone number of the policyholder;
- B. Details of the **policy** concerned (**policy** and/or claim reference numbers, etc);
- C. Details of the insurance intermediary through whom the **policy** was obtained;
- D. Reasons why **you** are dissatisfied;

Copies of any supporting documentation **you** believe may assist in addressing **your** dispute appropriately.

## Stage 2

If **your** complaint is not resolved within 45 calendar days, or resolved in a manner satisfactory to **you**, **you** may refer the matter to the Australian Financial Complaints Authority (AFCA) as follows:

**You** may refer the matter to AFCA. AFCA can be contacted by post GPO Box 3, Melbourne VIC 3001, phone 1800 931 678 or email [info@afca.org.au](mailto:info@afca.org.au). More information can be found on their website [www.afca.org.au](http://www.afca.org.au).

AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between **you** and **your** insurer. AFCA provides fair and independent financial services complaint resolution that is free to consumers. Determinations made by AFCA are binding upon **us**.

**Your** dispute must be referred to the AFCA within 2 years of the date of **our** final decision.

This service is free of charge to policyholders.

## Service of suit clause

**We** hereon agree that: -

- (a) In the **event** of a dispute arising under the **policy**, **we** at the request of the **insured** 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:

Aspen Insurance UK Limited  
The ReCentre, Level 21 Australia Square  
264 George Street, Sydney 2000  
T +61 (0)2 9274 3000  
F +61 (0)2 9274 3033  
GPO Box 3973 Sydney 2001

who has authority to accept service and to enter an appearance on **our** behalf, and who is directed at the request of the **insured** to give a written undertaking to the **insured** that he will enter an appearance on **our** behalf.

## **10. UPDATING THE PDS**

It may be that **we** will need to update this PDS from time to time. If so, **we** will send **you** a new PDS or supplementary PDS outlining these changes.

## **11. PRIVACY STATEMENT**

At Agile, we are committed to protecting **your** privacy in accordance with the Privacy Act 1988 (Cth). We use **your** personal information to assess the risk of and provide insurance and other insurance services to service **your policy**. We may use **your** contact details to send **you** information and offers about products and services that we believe will be of interest to **you**. If **you** do not provide us with full information, we may not be able to provide **you** or **your** organisation with insurance or to respond to any claim, complaint or dispute.

If **you** provide **us** with information about someone else, **you** must obtain their consent to do so.

We provide **your** information to the **insurer** we represent when we issue and administer **your policy**. We are part of the Agent Zero Group and may provide **your** information to the entity that provides **us** with business support services.

We may also provide **your** information to **your** broker and contracted third party service providers (e.g. loss adjuster companies) but will take all reasonable steps to ensure that they comply with the Privacy Act. Our Privacy Policy contains information about how **you** can access the information we hold about **you**, ask us to correct it, or make a privacy related complaint. **You** can obtain a copy from our Privacy Officer by telephone 1300 475 092 email [privacy@agileunderwriting.com](mailto:privacy@agileunderwriting.com) or by visiting our website [www.agileunderwriting.com](http://www.agileunderwriting.com). By providing **us** with **your** personal information, **you** consent to its collection and use as outlined above and in our Privacy Policy.

## 12. HOW TO CONTACT US

For any matters relating to **your** insurance, please contact:

Agile Underwriting Services Pty Ltd  
63 York Street, Sydney, NSW 2000  
1300 475 092  
[help@agileunderwriting.com](mailto:help@agileunderwriting.com)

# SECTION B – POLICY WORDING

## Your policy

Subject to the terms, conditions and exclusions contained in this **policy**, we will cover **you** and/or the **policyholder** for the insurable **benefits** as described in this **policy** and **your policy schedule**, following a **sickness** or **injury** directly resulting from an **accident**, as certified by a **doctor** or **specialist**, provided that:

- 1) **You** and/or the **policyholder** has paid or agreed to pay the **premium** required for this insurance; and
- 2) The type of cover is specified in the **policy schedule** as applying to **you** and/or the **policyholder**.

## 1. GENERAL DEFINITIONS

Because words can be interpreted in various ways, the following definitions are what **we** mean when **we** say certain words in this combined PDS and policy wording and shown in 'bold' and singular can be plural and vice versa.

**Accident** means a sudden, unexpected, unintended, unforeseeable **event** which occurs at a definable time and place.

**Accidental death** means **your** death as a result of an **accident**.

**Aggregate limit of liability** means the most **we** will pay for all claims within a **period of insurance**.

**Benefit** means a monetary amount which **we** will pay to the **policyholder** or **insured person** following a covered **event**.

**Civil war** means a state of armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups, including armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.

**Disappearance** means an **insured person** has been missing for a period of three hundred and sixty-five (365) days following the sinking, wrecking

or disappearance of an aircraft, vehicle or vessel in which the **insured person** was travelling.

**Doctor** means a **doctor** or **specialist** who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

- 1) The **policyholder**; or
- 2) An **insured person**;

**Effective date of cover** means the date the:

- 1) **Insured person** first becomes an **insured person** under this **policy** and is shown in the **policy schedule** or subsequent endorsement as an **insured person**; and
- 2) **Premium** is paid or agreed to be paid by the **policyholder** for the **insured person**.

**Event** means an occurrence that could give rise to a claim for a **benefit** under **your policy**. Any one occurrence or series of occurrences attributable to one (1) source or originating cause is deemed to be one (1) **event**.

**Excess period** means the continuous period of time (shown in the **policy schedule**) during which no **benefit** is payable. The **excess period** begins from the date of first medical treatment following **injury** or **sickness** by a registered **doctor** or **specialist**.

**Income** means:

- 1) If the **insured person** is an employee, the **insured persons** gross weekly rate of pay exclusive of overtime payments, bonuses, commissions and allowances averaged over the period of three hundred and sixty-five (365) consecutive days prior to the date the disablement (with respect to which **we** have agreed to pay a claim under the **policy**) commenced or over such shorter period that an **insured person** has been continuously employed prior to the date of disablement as certified by the **doctor** or **specialist**; or
- 2) In the case of a self-employed person, the **insured persons** weekly pre-tax **income** derived from personal exertion, after deduction of all

expenses necessarily incurred in connection with that **income**, averaged over the period of three hundred and sixty-five (365) consecutive days or over such shorter period that an **insured person** has been continuously self-employed prior to the date of disablement as certified by the **doctor** or **specialist**.

**Injury** means a bodily **injury** resulting from an **accident** that occurs fortuitously to the **insured person**.

**Injury** does not include:

- 1) Any consequences of an **injury** which are ordinarily described as being a **sickness**, illness or disease, including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
- 2) An aggravation of a pre-existing **injury**;
- 3) Any **pre-existing condition**; or
- 4) Any degenerative condition.

**Insured person** means any person shown in the **policy schedule** as an **insured person** and/or as nominated by the **policyholder** and agreed to by **us** for eligibility under this **policy** with respect to whom **premium** has been paid or agreed to be paid.

**Nuclear, biological or chemical terrorism** means terrorism involving the use of fusion, fission, radiation, biological or chemical weapons.

**Occupation** means **your** usual **occupation**, business, trade or profession.

**Paraplegia** means **permanent**, total and entire paralysis of both legs and part or whole of the lower half of the body.

**Period of insurance** means the period shown in the **policy schedule**.

**Permanent** means continuing for at least twelve (12) months and which thereafter will, in all probability, continue for life.

**Permanent total disablement** means disablement which entirely and continuously prevents the **insured person** from engaging in the **insured**

**persons** usual **occupation** or employment, or any other occupation or employment for which the **insured person** is suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of the **insured person's** life.

**Policy** means this policy wording, the current **policy schedule** and any other documents **we** may issue to **you** that **we** advise will form part of the **policy** (e.g. endorsements).

**Policy schedule** means any current, subsequent, renewal or variation schedule listing the **benefits** and limits that forms part of the **policy** issued by **us** to the **insured person** and/or **policyholder**.

**Policyholder** means the named organisation or person listed as the **policyholder** in the **policy schedule**.

**Pre-existing condition** means:

- 1) In respect of **injury**, is a condition of which the **insured person** was aware (whether diagnosed or not) or has sought treatment prior to the inception of the **insured person's effective date of cover** under this **policy**.
- 2) In respect of **sickness**:
  - Is a condition or side-effect of which the **insured person** was aware (whether diagnosed or not) or has sought treatment prior to the **insured person's effective date of cover** under this **policy**. If any form of cancer is a **pre-existing condition**, then there is no cover for cancer or cancer-related conditions; and
  - Is a condition caused by a **pre-existing condition**.

**Premium(s)** means the **premium(s)** as shown in the **policy schedule** that is payable in respect of the **policy** by the **policyholder**.

**Professional sports** means any sport for which an **insured person** receives an allowance, sponsorship, appearance fee or monetary payment as a result of the **insured persons** participation, which accounts for more than fifteen (15%) percent of the **insured persons** annual **income** from all sources.



**Quadriplegia** means **permanent**, total and entire paralysis of both arms and both legs.

**Scope of cover** means the operative time within the **period of insurance** that the cover under this **policy** applies as shown in the **policy schedule**.

**Sickness** means any illness, disease or syndrome suffered by **you** whilst within the **period of insurance** but does not include a terminal condition suffered by **you** diagnosed prior to the **effective date of cover**.

**Specialist** means a **doctor** recognised for their experience, qualifications and training in a particular branch of medicine or surgery or in the treatment of a specific bodily **injury** or **sickness**, to whom you have been referred by another **doctor**.

**Sum insured** means the maximum amount **we** will pay under a **benefit** for any one **insured person**, for any one **event**.

**Temporary partial disablement** means where in the opinion of a **doctor** or **specialist**:

- 1) If the **insured person** continues to be employed by the **policyholder**, the **insured person** is temporarily unable to engage in a substantial part of their usual **occupation** or business duties resulting in more than a 25% loss of **income** earned prior to the relevant **injury**; or
- 2) If the **insured person** ceases to be employed by the **policyholder**, the **insured person** is temporarily unable to engage in at least 25% of any **occupation** for which they may be suited by way of their education, training or experience.

In both instances the **insured person** must be under the regular care of and acting in accordance with the instructions or advice of a **doctor** or **specialist**.

**Temporary total disablement** means where in the opinion of a **doctor** or **specialist**:

- 1) If the **insured person** continues to be employed by the **policyholder**, the **insured person** is temporarily unable to engage in any aspect of their usual **occupation** or any of their business duties; or

- 2) If the **insured person** ceases to be employed by the **policyholder**, the **insured person** is temporarily unable to engage in any **occupation** for which they may be suited by way of their education, training or experience.

In both instances the **insured person** must be under the regular care of and acting in accordance with the instructions or advice of a **doctor** or **specialist**.

**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 similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**War or related risks** means **war**, invasion, act of foreign enemies, hostilities (whether war be declared or not), **civil war**, rebellion, revolution, insurrection, military or usurped power.

**We, our, us, insurer, Underwriter** means Agile Underwriting Services Pty Ltd on behalf of Aspen Insurance UK Limited.

**You, your** or **yourself** means the **insured person** and/or **policyholder** named in the **policy schedule**.

## 2. WHAT YOU ARE COVERED FOR

The cover provided is subject to the terms, conditions and exclusions contained in this **policy** document.

Please note that other documents that make up the **policy**, such as the **policy schedule**, may amend the standard terms, conditions and exclusions contained in this **policy** document.

### Weekly injury benefits

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer an **accident** causing **injury** resulting in either **temporary total disablement** or **temporary partial disablement** and a **doctor** or **specialist** certifies this, and as a direct consequence **you** suffer a loss of **income**, **we** will pay **you** the corresponding **injury benefit** shown on **your policy schedule** current at the time of the **accident** causing the **injury**.

### Weekly sickness benefits

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer a **sickness** resulting in either **temporary total disablement** or **temporary partial disablement** and a **doctor** or **specialist** certifies this, and as a direct consequence **you** suffer a loss of **income**, **we** will pay **you** the corresponding **sickness benefit** shown on **your policy schedule** current at the time of the **sickness**.

### Conditions applicable to weekly injury and sickness benefits

- 1) Any payable **event** claimed must occur within twelve (12) months of the date of **injury** or **sickness**.
- 2) Any weekly **benefit** will be paid after the **excess period** has elapsed.
- 3) **We** will stop paying weekly **benefits** if the **insured person** commences any new **occupation** while he or she is receiving weekly **benefits**.
- 4) **We** will stop paying weekly **benefits** when the **insured person** becomes entitled to a **benefit** for **permanent total disability**.
- 5) **We** will not pay **temporary total disablement** or **temporary partial disablement** for more than one (1) **injury** or **sickness** at any one time.
- 6) Any payable **benefit** shall be reduced by the amount of any Workers' Compensation, Transport Accident Compensation, Statutory Compensation (or any ordinance or any other legislation having similar effect) entitlement for incapacity for work or any other payment which the **insured person** is entitled to receive for disability

from any other insurance policy, except where this condition would contravene Section 45 of the Insurance Contracts Act.

- 7) Successive periods of total disablement:
  - a) Resulting from the same **injury**; and
  - b) Which are not separated by a return to active full-time employment for six (6) months or more
    - a. will be considered as one (1) period of partial or total disablement.
- 8) **We will not pay temporary total disablement:**
  - a) Which commences or recurs after the expiry of this **policy**, or
  - b) When the **insured person** is on unpaid leave or on maternity leave.
- 9) The **policyholder** and any **insured person** must give **us** immediate written notice if the **policyholder** or any **insured person** take out any other insurance with any insurer providing for weekly compensations of a similar kind which, together with this insurance, will exceed the **insured persons income**.

### Exclusions applicable to weekly injury and sickness benefits

- 1) No **benefit** is payable for any **injury** or **sickness** that is wholly or partly attributable to childbirth or pregnancy or the complications of these.
- 2) No **benefit** is payable for any period where the **insured person** is receiving or is entitled to receive sick leave payments.
- 3) No cover is provided for weekly sickness benefit for an **insured person** who has attained the age sixty-five (65) years inclusive, unless **we** have agreed to extend the insurance by prior notice and agreement.

### Death and capital benefits

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer an **accident** causing **injury** resulting in a covered **event** under this section, and a **doctor** or **specialist** certifies this, **we** will pay **you** the corresponding percentage **benefit** stated for the **event**, against the amount

shown on **your policy schedule** current at the time of the **accident** causing the **injury**.

Event	Percentage of benefit payable
<b>Death</b>	100%
<b>Disappearance</b>	100%
<b>Permanent Total Disablement</b>	100%
<b>Paraplegia/Quadriplegia</b>	100%
<b>Permanent</b> and incurable paralysis of all limbs	100%
<b>Permanent</b> and incurable insanity	100%
<b>Permanent</b> total loss of sight in: a) Both eyes b) One (1) eye	100% 50%
<b>Permanent</b> total loss of use of: a) Two (2) limbs b) One (1) limb	100% 50%
<b>Permanent</b> total loss of use of: a) The lens in both eyes b) The lens in one (1) eye	100% 50%
<b>Permanent</b> total loss of use of: a) The hearing in both ears b) Hearing in one (1) ear	100% 50%
<b>Permanent</b> total loss of use of four (4) fingers and thumb of either hand	80%
<b>Permanent</b> total loss of use of four (4) fingers of either hand	60%
<b>Permanent</b> total loss of use of one (1) thumb of either hand: a) Both joints b) One (1) joint	30% 15%
<b>Permanent</b> total loss of use of fingers of either hand: a) Three (3) joints	10% 8%

b) Two (2) joints c) One (1) joint	5%
<b>Permanent</b> total loss of use of toes of either foot: a) Three (3) joints b) Two (2) joints c) One (1) joint	10% 8% 5%
Burns: a) Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body b) Second degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50% 25%
<b>Permanent</b> disablement not otherwise provided for under the above mentioned <b>events</b>	10%

A percentage as determined by the opinion of not less than three (3) **doctors** or **specialists**, the first shall be the **insured persons** treating **doctors** or **specialists** and the other two (2) shall be appointed by **us**. If there is disagreement between the **doctors** or **specialists**, then the percentage to be awarded shall be taken as the average of the three (3) opinions.

If an **insured person** is exposed to the elements as a result of sustaining an **injury** and suffers from any of the **events** within three hundred and sixty five (365) consecutive days as a direct result of that exposure, **we** will treat that **event** as if it were caused by an **injury** for the purposes of this **policy**.

### Conditions applicable to death and capital benefits

- 1) Any payable **event** claimed must occur within twelve (12) months of the date of **injury**.
- 2) **Benefit** shall not be payable for more than one (1) of the **events** in respect of the same **injury**. If two (2) or more **events** have occurred, the **event** with the highest **benefit** will be payable.

- 3) Any payment of the **disappearance event** as a result of this cause is subject to receipt of a signed undertaking by the beneficiaries of the **insured person** that any payment for this **event** shall be refunded if it is later demonstrated that the **insured person** did not die as a result of an **injury**.
- 4) The maximum amount payable for this **benefit** in any one **period of insurance** for any one (1) **insured person** is the amount stated in the **policy schedule** against 'death and capital benefits'.

Exclusions applicable to death and capital benefits

- 1) No **benefit** is payable for any **injury** that is wholly or partly attributable to childbirth or pregnancy or the complications of these.

Broken bones benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer an **accident** causing **injury** resulting in a covered **event** under this section, and a **doctor** or **specialist** certifies this, **we** will pay **you** the corresponding percentage **benefit** stated for the **event**, against the amount shown on **your policy schedule** current at the time of the **accident** causing the **injury**.

Event	Percentage of benefit payable
Neck or spine (full break)	100%
Neck or spine (not being a full break)	50%
Pelvis girdle (hip bone)	25%
Skull, shoulder blade	10%
Collar bone, upper leg	10%
Upper arm, kneecap, forearm, elbow	7.5%
Lower leg, jaw, wrist, cheek, ankle, hand, foot	5%
Ribs	5%
Fingers, thumb, toe	2.5%

### Conditions applicable to broken bones benefit

- 1) The maximum **benefit** payable for any one (1) **injury** is the amount shown in the **policy schedule** against 'Broken Bones Benefits'.
- 2) **Benefit** shall not be payable for more than one (1) of the **events** in respect of the same **injury**. If two (2) or more **events** have occurred, the **event** with the highest **benefit** will be payable.
- 3) If **you** have been diagnosed as having osteoporosis prior to the commencement date, any broken bone(s) suffered will not be covered. If **you** are diagnosed as having osteoporosis after the commencement date, any broken bone(s) resulting from the first **event** are covered, but any broken bone(s) resulting from any subsequent **events** will not be covered.

### Exclusions applicable to broken bones benefit

- 1) No **benefit** is payable for any **injury** that is wholly or partly attributable to childbirth or pregnancy or the complications of these.

## **3. GENERAL CONDITIONS AND PROVISIONS**



### Additions and deletions

The **policyholder** must declare to **us** in writing of any **insured person(s)** who are required to be covered under the **policy** during the **period of insurance** within thirty (30) consecutive days from their **effective date of cover**. Cover will be subject to a pro-rata **premium** for time on risk. The **policyholder** must also declare to **us** in writing any **insured person(s)** who no longer require cover under the **policy** within thirty (30) consecutive days from their date of cessation.

**We** reserve the right not to refund any **premium**, or only refund a portion of the **premium**, if **we** have paid a claim or intend to pay a claim under the **policy** during the **period of insurance** with respect to an **insured person** who no longer requires cover.

### Age limitation

The maximum age limit under this **policy** is seventy-five (75) years inclusive, unless **we** have agreed to extend the insurance by prior notice and agreement.

### Aggregate limit of liability

**Our** total liability for all claims arising under the **policy** during the **period of insurance** shall not exceed the amount stated in the **policy schedule**.

### Cancelling your policy

**Your policy** may be cancelled in one of two (2) ways:

#### When you can cancel

**You** can cancel **your policy** at any time by emailing **us** at [cancel@agileunderwriting.com](mailto:cancel@agileunderwriting.com) or calling 1300 475 092.

If **you**:

- a) Pay **your premium** by instalments and wish to cancel, **we** will cancel on the date to which **you** have paid **your premium** in advance.
- b) Do not pay **your premium** by instalments, the cancellation will take effect at 4pm Australian Eastern Standard Time on the day **we** receive **your** notice of cancellation. **We** will refund the **premium** for **your policy**, less an amount which covers the period for which **you** were

insured. However, **we** will not refund any **premium** if **we** have paid or are obliged to pay a claim under **your policy**.

### When we can cancel

**We** can cancel **your policy** by giving **you** written notice to the address on file and in accordance with the Insurance Contracts Act 1984 (Cth), including where **you** have:

- a) Breached the Duty of Disclosure;
- b) Breached a provision of **your policy** (including one requiring payment of **premium**);
- c) Made a fraudulent claim under any **policy** of insurance. If **we** cancel, **we** will refund the **premium** for **your policy** less an amount to cover the period for which **you** were insured.
- d) Undertaken Deception, Fraud and Illegal use, **we** may be entitled to avoid this **policy** or withdraw from it in the event of intentional misrepresentation or deception. as well as in the event that the equipment is wholly or partly used in the course of, or to facilitate a criminal activity. If a fraudulent claim is made, entitlements and benefits will be forfeited, and information may be forwarded to the police and the prosecuting authorities.

**We** may cancel the **policy** by informing **you** in writing, subject to any relevant law. **We** will give **you** this notice in writing to **your** intermediary or to **your** address last known to **us**.

If **we** cancel, **we** will refund the **premium** for **your policy** less an amount to cover the period for which **you** were insured.

Nothing shall override the cancellation provisions contained in the Nuclear Risks Exclusion Clause AVN38B or the Extended Coverage (Aviation Liabilities) AVN52E of this **policy** if endorsed on **your policy**.

### Documentation

As **we** are not in direct contact with, and **we** do not know who the fluctuating body of **insured persons** are, **we** must rely on the **policyholder** to ensure that the **insured persons** receive the required **policy** information.

The **policyholder** must provide all **insured persons**:

- 1) With a copy of the PDS at the commencement of the **period of insurance**;
- 2) With information that any claim they make is subject to the terms, conditions and exclusions of the **policy**;
- 3) With information that is relevant to the **policy** cover contained in the **policy schedule**;
- 4) If the **policy** is lapsed or cancelled, a note to this effect.

### Due diligence

The **policyholder** and all **insured person(s)** will exercise due diligence in doing all things to avoid or reduce any loss under the **policy**.

### Duplicate benefit cover

Should a **benefit** be payable under this **policy** that is also payable under any other insurance **policy** insured with **us**, only one (1) **policy** can be claimed against (i.e. the **policy** with the greatest **benefit**).

### Health insurance

**Your policy** does not cover any **event** or occurrence where providing such cover would constitute the carrying on of a "health insurance business" as defined under the Private Health Insurance Act 2007 (Cth), or any succeeding legislation to that act or any **benefit** that would breach the Health Insurance Act 1973 (Cth), or any succeeding legislation to that act including the payment of medical expenses in Australia in respect of the rendering of a professional service for which a Medicare benefit is payable.

### Law and jurisdiction

This **policy** is subject to the laws of Australia. Any dispute relating to the **policy** shall be submitted to the exclusive jurisdiction of a Court within the State or Territory of Australia in which the **policy** was issued.

### Medical examination

At **our** expense, **we** will be entitled to have any **insured person** medically examined. **We** will give **you** or **your** legal representative fair and reasonable notice of the medical examination.

### Other insurance

**You** must advise **us** if anything **you** claim is covered by another insurance **policy**. If **you** receive the full **benefit** from a claim under one (1) insurance **policy**, **you** cannot make a claim under another **policy**.

**We** will make up the difference if **you** make a claim under another insurance **policy** and **you** are not paid the full amount. **We** may, however, need to seek contribution from **your** other insurer and so **you** must give **us** any information **we** need for a claim against the other insurer.

### Payments

Unless otherwise agreed, all **benefits** shall be paid to the **insured person**, or in the case of the **insured person's** death, to the **insured person's** legal personal representative.

### Precaution

**You** must take all reasonable care to prevent or minimise damage, **injury**, liability, **accident** or **sickness**, including complying with any law, by-law ordinance or regulations that concerns the safety of persons or property.

### Providing proofs

**You** should keep documents **you** will need in case of a claim. For example, documents which substantiate **your income** and any medical certificates that relate to **your** claim.

### Sanctions Clause – compliance with laws and regulations

**We** shall not provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United States resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

### Subrogation

If **we** make any payment under this **policy**, then to the extent of that payment, **we** may exercise any rights of recovery held by **you** or the **policyholder**. **You** and the **policyholder** must not do anything which

reduces any such rights and must provide reasonable assistance to **us** in pursuing any such rights.

### Taxation implications

This **policy** may be subject to a Goods & Services Tax in relation to **premium**.

Depending on the location of the risk being insured, this **policy** may be subject to Stamp Duty in relation to **premium** and GST.

Depending upon the **policyholder** or **insured persons** entitlement to claim Input Tax Credits under this **policy**, **we** may reduce the payment of any claim by the amount of any Input Tax Credit.

Any claim paid in respect of weekly **injury benefits** or weekly **sickness benefits** is subject to personal **income** tax. Where **we** are required to do so, **we** will withhold personal **income** tax amounts from claim payments **we** make and forward these amounts to the Australian Taxation Office on behalf of the **policyholder** or **insured person**. Where required, **we** will provide the **policyholder** or **insured person** a summary of the amounts withheld at the end of each financial year.

The **policyholder** and /or **insured person** should consult an authorised tax advisor if there are any questions that relate to particular circumstances.

## **4. GENERAL EXCLUSIONS**

The following exclusions apply to all **benefits** under this **policy**:

- 1) No cover is provided for an **insured person** who has attained the age seventy-five (75) years inclusive, unless **we** have agreed to extend the insurance by prior notice and agreement.
- 2) No cover is provided for an **insured person** engaging in air travel except as a passenger in any registered and licensed aircraft that carries passengers.

- 3) No cover is provided for any **benefit** payment that would constitute the carrying out of a "Health Insurance Business" as defined under the Private Health Insurance Act 2007 (Cth) or any succeeding legislation to that Act or would result in a breach of the provisions of the Health Insurance Act 1973 (Cth) or the National Health Act 1953 (Cth).
- 4) No cover is provided for an **insured person** being under the influence of intoxicating liquor and having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a **doctor** or **specialist** and taken in accordance with the **doctor** or **specialist** advice.
- 5) No cover is provided for an **insured person** who has committed a criminal or illegal act.
- 6) No cover is provided for an **insured person** engaging in or taking part in naval, military or air force service or operations.
- 7) No cover is provided for an **insured person** engaging in or taking part in or training for **professional sports** of any kind.
- 8) No cover is provided for racing and/or time trials of any form, other than on foot.
- 9) No cover is provided for 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.
- 10) No cover is provided for any deliberate self-inflicted harm or **Injury**, caused or committed by the **insured person**, including suicide or attempted suicide, reckless misconduct or any criminal or illegal act.
- 11) No cover is provided for sexually transmitted diseases or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection.
- 12) No cover is provided for **war, civil war**, rebellion, revolution, insurrection or military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority in the **policyholder's** or **insured persons** Country of Domicile or Country of Expatriation, or the **insured person** taking part in a riot or civil commotion or **terrorism**.
- 13) No cover is provided or deemed to be provided, and **we** shall not be liable to pay any claim or provide any **benefit** hereunder to the extent

that the provision of such cover, payment of such claim or provision of such **benefit** would expose **us** to any sanction, prohibition or restriction under United Nations Security Council (UNSC) resolutions or the trade or economic sanctions, laws or regulations of Australia, European Union, United Kingdom and/or the United States of America.

- 14) No cover is provided for **events** attributable wholly or partly to childbirth or pregnancy or the complications of these.
- 15) No cover is provided for any **pre-existing condition**.
- 16) No cover is provided for an **insured person** playing or training for any code of football with a registered club or the **insured person** being a registered player.
- 17) No cover is provided for losses arising from **nuclear, biological or chemical terrorism**.
- 18) Results from (regardless of any other contributory cause(s)) any claim(s) in any way caused or contributed to by an 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 similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. If **we** conclude that by reason of this exclusion any claim is not covered by this **policy** the burden of proving the contrary shall be upon **you** and/or the **insured person**.