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AUSTRALIS CHILDCARE PROVIDERS GROUP PERSONAL ACCIDENT INSURANCE POLICY

Product Disclosure Statement (PDS)

Australiscare

Australiscare is a division of Australis Group (Underwriting) Pty Ltd ABN 80 082 459 372 AFSL 238170. Australis Group (Underwriting) Pty Ltd is a multiple lines general insurance underwriting agency operating throughout Australia and is a member company of the worldwide Arthur J. Gallagher group of companies and has access to extensive global resources and insurance markets. Australiscare has full authority to quote and issue contracts of insurance, collect premiums and pay claims as agent of Certain Underwriters at Lloyd's of London. If you have any queries about this policy you should contact Australiscare. Their contact details are at the end of this PDS.

The Insurer

The Insurer of the Policy is Certain Underwriters at Lloyd's of London and their contact details are at the end of this PDS. Australiscare acts as an agent of the Insurer and not you.

What is the Product Disclosure Statement (PDS)

This PDS contains information about the policy including the benefits and conditions, your rights as a client and other things you need to know to assist you to make an informed decision when choosing your insurance.

In this PDS:

- We/US/Our means certain Underwriters at Lloyd's
- You/Your means the **Named Insured and Subsidiaries** which are:
 - the persons, corporations and entities specified in the Schedule.
 - all subsidiary companies of the person, corporations and entities specified in the Schedule whose places of incorporation are within Australia and New Zealand (including their Mandated Territories and Protectorates)

Key Features of this Policy

Section One – Personal Accident for Volunteers

If you choose this section we will pay up to \$5,000 towards emergency travel and other expenses necessarily incurred solely and directly from injury sustained by a Volunteer while they are engaged in activities authorized by you or on your behalf. The expenses must be incurred within twelve months (12) of the injury.

We will pay further expenses for Capital Benefits and a weekly bodily injury benefit as per the wording.

We also automatically include the following cover as per the wording:

- Loss of teeth or dentures
- Funeral expenses

- Assistance for Non Income Earners

Section Two – Personal Accident for Children

If you choose this section we will pay up to \$5,000 towards emergency travel and other expenses necessarily incurred solely and directly from injury sustained by a Child In Care while they are under your supervision, education and care. The expenses must be incurred within twelve months (12) of the injury.

We will pay further expenses for Capital Benefits as per the wording.

The Most We Will Pay

The most we will pay for all claims under this Policy during any period of insurance is set out under the Aggregate Limit of Liability in the Schedule. Once the Aggregate Limit of Liability has been paid, you will need to pay us further premium to reinstate the policy cover.

What You Are Not Covered For

There are certain times when there is no cover under this Policy which means we may refuse to pay your claim. Specific Exclusions are listed in the wording.

The Cost of Your Policy and Paying For Your Insurance

The cost of your policy will be shown on the quotation provided, once all required information has been received. The cost of your policy is calculated based on number of Volunteer or number of Children In Care, claims experience and other information relative to the particular risk.

The cost of the policy is made up of premium, government taxes such as Goods & Services Tax (GST) and stamp duty where applicable and fees.

Your Duty of Disclosure

The law requires you to tell us everything you know (or could reasonably be expected to know in the circumstances) which is relevant to our decision to insure you and the terms on which you are insured.

This duty applies before you enter into a contract with us, that is before we accept your application for insurance and also before each time you renew, extend, vary or reinstate a Policy of insurance.

Non disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Making A Claim and Your Deductible

A deductible applies if you make a claim for Out-Of-Pocket expenses under this policy. The deductible is the amount which you must pay towards any claim for Out-Of-Pocket expenses under this policy which will be deducted before any amount is paid to you or paid on your behalf. The deductible amount is stated in the Schedule.

If you need to make a claim please send a written notice of claim to Australiscare within 30 days of the injury occurring. Australiscare will send you a copy of their claim form which will need to be fully completed. We will not be responsible for payments under the policy unless this form is fully completed and returned. Any costs involved in the collection of information for the form are your responsibility.

Cooling-Off

If you decide that you do not want the policy, you have a cooling off period of twenty one (21) days from the date the policy was issued to cancel the policy. You must tell us in writing that you wish to cancel the policy and we will repay the full amount of premium to you.

You cannot use this cooling-off period if the policy has already expired or if you have made a claim under it.

Dispute Resolution

The Underwriters hereon agree that:

In the event of a dispute arising under this Insurance, the Underwriters at the request of **Named Insured and Subsidiaries** 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.

Any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia,
Suite 2, Level 21
123 Pitt Street
Sydney NSW 2000
Telephone Number: (02) 9223 1433

who has authority to accept service and to enter an appearance on the Underwriters' behalf, and who is directed at the request of the **Named Insured and Subsidiaries** to give a written undertaking to the **Named Insured and Subsidiaries** that he will enter an appearance on the Underwriters' behalf.)

If a suit is instituted against any one of the Underwriters, all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

Privacy

We are committed to protecting your privacy. We only use the personal information you provide to us to quote on and insure your risks. We only provide personal information to our Insurers (and their representatives) and those we appoint to assist us with claims under your policy. We will not trade, rent or sell the personal information we obtain from you.

Your information.

If you don't provide us with complete information, we cannot properly quote for your insurance and we cannot insure you. You can check the personal information we hold about you at any time.

If you provide us with personal information about anyone else, we rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

For more information about our Privacy Policy please see our website – www.ausuw.com

Contact Details

Australiscare (Sydney)
GPO Box 247
Sydney NSW 2001
Phone: 02 9200 4010
Email: gida_irving@ausuw.com

Australiscare (Melbourne)
PO Box 79
Balwyn VIC 3103
Phone: 03 8629 8800
Email: frank_vanrooy@ausuw.com

The Insurer Contact Details

Lloyd's Underwriters' General Representative in Australia,
Suite 2, Level 21
123 Pitt Street
Sydney NSW 2000
Telephone Number: (02) 9223 1433

Policy Wording

LLOYD'S OF LONDON

This is to certify that in accordance with the authorisation granted to Australis Group (Underwriting) Pty Ltd (ABN 80 082 459 372) by Insurers on the Contract, which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the premium specified herein, are bound severally and not jointly, each for his own part and not one for another, to insure in accordance with the Policy. The definitive numbers and proportions underwritten by them, will be supplied on application and can be ascertained by reference to the said Contract.

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Privacy

We are committed to protecting **Your** privacy. **We** only use the personal information **You** provide to **Us** to quote on and insure your risks. **We** only provide personal information to **Our** Insurers (and their representatives) and those **We** appoint to assist **Us** with claims under your policy. We will not trade, rent or sell the personal information we obtain from **You**.

Your information.

If **You** don't provide **Us** with complete information, **We** cannot properly quote for **Your** insurance and **We** cannot insure **You**. **You** can check the personal information **We** hold about **You** at any time.

If **You** provide **Us** with personal information about anyone else, **We** rely on **You** to have told them that **You** will provide their information to **Us**, to whom **We** may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, **We** rely on **You** to have obtained their consent on these matters.

For more information about **Our** Privacy Policy please see **Our** website – www.ausuw.com

Your Duty of Disclosure

The law requires **You** to tell **Us** everything **You** know (or could reasonably be expected to know in the circumstances) which is relevant to **Our** decision to insure **You** and the terms on which **You** are insured.

This duty applies before **You** enter into a contract with **Us**, that is before **We** accept **Your** application for insurance and also before each time **You** renew, extend, vary or reinstate a Policy of insurance.

Each **Named Insured and Subsidiaries** has the same duty.

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

1. OUR AGREEMENT

Words in bold print in this Policy have special meaning, as defined in the DEFINITIONS of this Policy.

This policy wording, any Schedule and endorsements (if any) are to be read together and are collectively described as the "Policy". Any word or expression which has been given a specific meaning in any section of the Policy shall have that meaning throughout the Policy. A reference to Schedule in this Policy is a reference to the schedule to the Policy.

IMPORTANT NOTICE.

THIS POLICY DOES NOT PROVIDE SICKNESS OR DISEASE INSURANCE. IF THE **VOLUNTEER OR CHILD IN CARE** SHALL ENGAGE IN ANY OCCUPATION SPORT OR PASTIME OR OTHER ACTIVITY OF A HAZARDOUS NATURE THEY SHOULD DISCLOSE IT.

We hereby agree with the **Named Insured and Subsidiaries**, to the extent and in the manner herein provided, that:

1. if the Schedule indicates that cover has been included under Section One and the **Volunteer** sustains **Bodily Injury** caused by an **Accident**, **We** will pay to the **Volunteer**, or to the **Volunteer's** parent/guardian, executors or administrators, benefits calculated according to the Schedule of Benefits after the total claim is substantiated under this Policy to our satisfaction and/or
2. if the Schedule indicates that cover has been included under Section Two and the **Child In Care** sustains **Bodily Injury** caused by an **Accident**, **We** will pay to the **Child In Care**, or to the **Child In Care's** parent/guardian, executors or administrators, benefits calculated according to the Schedule of Benefits after the total claim shall be substantiated under this Policy to our satisfaction.

Provided always that:

1. the benefit shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one **Accident**, except for any benefit payable hereunder in respect of **Temporary Partial Disablement** preceding or following **Temporary Total Disablement**, and
2. no **Weekly Bodily Injury Benefit** shall become payable until the total amount thereof has been ascertained and agreed. Where any payment is made for **Weekly Bodily Injury Benefit**, the amount so paid shall be deducted from any lump sum subsequently payable in respect of the same **Accident**.
3. the total sum payable under this Policy in respect of any one or more **Accident(s)** shall not exceed in all the largest benefit under any one of the items contained in the Schedule of Benefits.
4. if under Section One Capital Benefit Event 1 – death is covered and an **Accident** causes the death of the **Volunteer** within twelve (12) months following the date of the **Accident** and prior to the settlement of the benefit for disablement provided for under Items 2 to 12 of the Capital Benefits under the section, the benefits payable shall be limited to the benefit provided for in the case of death.
5. if under Section One Capital Benefit Event 1 – death is covered and an **Accident** causes the death of the **Volunteer** within twelve (12) months following the date of the **Accident** and benefits are paid under Items 2 to 12 of the Capital Benefits under the section, the benefit provided for in the case of death is reduced by the aggregate of payments made under Items 1 to 12 of the Capital Benefits.
6. if under Section Two Capital Benefit Event 1 – death is covered and an **Accident** causes the death of the **Child In Care** within twelve (12) months following the date of the **Accident** and prior to the settlement of the benefit for disablement provided for under Items 2 to 7 of the Capital Benefits under the section, the benefits payable shall be limited to the benefit provided for in the case of death.

2. DEFINITIONS

1. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the **Period of Insurance**.
Accident shall also include:
 - (a) exposure resulting from a mishap to a conveyance in which the **Volunteer** or **Child In Care** is travelling;
 - (b) disappearance. If the **Volunteer** or **Child In Care** is not found within twelve months of disappearing, and sufficient evidence is produced that satisfactorily leads **Us** to the inevitable conclusion that the **Volunteer** or **Child In Care** has sustained **Bodily Injury** and that such injury has caused the **Volunteer** or **Child In Care** death, **We** shall forthwith pay any death benefit, where applicable, under this Policy, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to **Us** if the **Volunteer** or **Child In Care** is subsequently found to be living.
2. **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.
3. **Aggregate Limit of Liability** means the aggregate limit of liability amount shown in the current Schedule
4. **Asbestos** means that group of natural fibrous silicate minerals that comprises Actinolite, Amosite, Anthophyllite, Chrysotile, Crocidolite and Tremolite or that group of man made mineral fibres that comprise mineral wool, rockwool, glass fibre, ceramic fibres and superfine fibres and includes **Asbestos** products and products containing **Asbestos**.
5. **Australiscare** is a division of Australis Group (Underwriting) Pty Ltd ABN 80 082 459 372 AFSL 238170 of 117 Clarence Street, Sydney NSW 2000
6. **Bodily Injury** means identifiable physical injury which:
 - (a) is caused by an **Accident**; and
 - (b) includes any physical injury that directly results from medical or surgical treatment rendered necessary by a physical injury caused by an Accident provided:
 - (i) the physical injury, occasions the death or disablement of the Volunteer or Child In Care within twelve months from the date of the Accident; and
 - (ii) the medical or surgical treatment is the sole cause (excepting sickness or disease) of the physical injury;
 - (iii) the physical injury is not attributable to and results independently of any other cause.
7. **Child In Care** means the child or children under the supervision, education and care of the **Named Insured and Subsidiaries**
8. **Excluded Hospital and Medical Costs** means costs that relate to Hospital Treatment or General Treatment or a combination of Hospital Treatment and General Treatment where providing an indemnity in respect of the costs would result in the undertaking of Health Insurance Business.
9. **General Treatment** has the same meaning as in the Private Health Insurance Act, 2007(Commonwealth) or any amendment, consolidation or re-enactment of that legislation
10. **Health Insurance Business** has the same meaning as in the Private Health Insurance Act, 2007(Commonwealth) or any amendment, consolidation or re-enactment of that legislation.
11. **Hospital Treatment** has the same meaning as in the Private Health Insurance Act, 2007 (Commonwealth) or any amendment, consolidation or re-enactment of that legislation
12. **Income** means the average weekly gross income net of business expenses, bonuses, commission, overtime payments and any allowances earned by a **Volunteer** in their usual occupation outside the business of the **Named Insured and Subsidiaries** through personal exertion during the twelve (12) months immediately preceding the **Bodily Injury**. Where a **Volunteer** has elected to salary sacrifice his/her income, weekly gross income means the total value of the salary package.

- 13. Loss of Limb** means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.
- 14. Medical Practitioner** means a person who is recognised by the laws of the jurisdiction in which treatment is received by the **Volunteer** or **Child In Care** as qualified to treat the **Bodily Injury** and who is not a relative of the **Volunteer** or **Child In Care**.
- 15. Named Insured and Subsidiaries** means:
- (a) the persons, corporations and entities specified in the Schedule.
 - (b) all subsidiary companies of the person, corporations and entities specified in the Schedule whose places of incorporation are within Australia and New Zealand (including their Mandated Territories and Protectorates)
- 16. Relative** means a person who is connected with the **Volunteer** or **Child In Care** by blood or marriage or a person who lives with the **Volunteer** or **Child In Care**.
- 17. Occurrence** means an event, including continuous or repeated exposure to substantially the same general conditions, which results in **Bodily Injury** neither expected nor intended from the **Volunteer** or **Child In Care** or **Named Insured and Subsidiaries** stand point. All **Bodily Injury** arising out of continuous or repeated exposure to substantially the same general conditions shall be construed to arise out of one **Occurrence**.
- 18. Period of Insurance** means the period of insurance shown in the current Schedule
- 19. Permanent** means disablement which lasts twelve months and at the end of that period is beyond hope of improvement.
- 20. Permanent Total Disablement** means disablement which entirely prevents the **Volunteer** from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts twelve months and at the end of that period is beyond hope of improvement.
- 21. Sum Insured** means the sum insured amount shown in the current Schedule
- 22. Temporary Partial Disablement** means disablement which prevents the **Volunteer** from attending a substantial part of their business or occupation.
- 23. Temporary Total Disablement** means disablement which entirely prevents the **Volunteer** from attending to their business or occupation.
- 24. Volunteer** means a person/s who works without fee, remuneration or reward and is engaged in activities authorised by and on behalf of the **Named Insured and Subsidiaries**.
- 25. We/Us/Our** means certain Underwriters at Lloyd's
- 26. Weekly Bodily Injury Benefit** means the amount shown in the current Schedule for weekly bodily injury benefits.
- 27. You/Your** means the **Named Insured and Subsidiaries**

3. SCHEDULE OF BENEFITS

Section One – Personal Accident Insurance for Volunteers

Out-of-Pocket Expenses

We will pay a maximum of \$5,000 for the following expenses provided they occur within twelve (12) months of the **Bodily Injury**.

If a **Volunteer** suffers a **Bodily Injury** caused by an **Accident** during the **Period of Insurance**, We will pay the cost of emergency travel and other expenses necessarily incurred solely and directly from **Bodily Injury** sustained and not recoverable from any other source, but excluding Excluded Hospital and Medical Costs.

Capital Benefits

We will cover only such of the following benefits as have a percentage compensation inserted against them. The percentage compensation is the percentage of the **Sum Insured** stated in the Schedule. Where benefits are not insured the words 'Not Included' are shown in the Schedule.

1. Death	100%
2. Permanent Total Disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s)).	100%
3. Total and irrecoverable loss of sight of both eyes	100%
4. Total and irrecoverable loss of sight of one eye	50%
5. Loss of Limb-two limbs	100%
6. Loss of Limb-one limb	50%
7. Total and irrecoverable loss of hearing in both ears	100%
8. Total and irrecoverable loss of hearing in one ear	50%
9. Permanent disfigurement from severe burns to more than 50% of the head and neck	50%
10. Permanent disfigurement from severe burns to more than 50% of the the body excluding the head and neck	50%
11. Temporary Total Disablement of the Weekly Bodily Injury Benefit shown in the Schedule or the average weekly Income whichever is the lesser during the Period of Insurance and during such disablement for a maximum of Fifty Two (52) weeks (benefit period) regardless of the number of Accidents commencing seven (7) days after the date on which the Volunteer first became disabled (elimination period).	100%
12. Temporary Partial Disablement of the Weekly Bodily Injury Benefit shown in the Schedule or the average weekly Income whichever is the lesser during the Period of Insurance and during such disablement for a maximum of Fifty Two (52) weeks (benefit period) regardless of the number of Accidents commencing seven (7) days after the date on which the Volunteer first became disabled (elimination period).	30%

Additional Benefits

Loss of or damage to teeth or dentures

If loss or damage to teeth or dentures occurs as a result of a **Bodily Injury** caused by an **Accident**, We will pay up to a maximum of \$2,000 during the **Period of Insurance** for each **Volunteer** and up to a maximum of \$10,000 in total for all claims under this additional benefit during the **Period of Insurance**.

Funeral Expenses

If We pay a benefit under this Section One in respect of Capital Benefit Event 1 – Death, We will also reimburse the reasonable cost of funeral expenses up to a maximum of \$5,000 during the **Period of Insurance** for each **Volunteer** and up to a maximum of \$20,000 in total for all claims under this additional benefit during the **Period of Insurance**.

Non Income Earners Assistance

Domestic Help, Child Minding Services and Education Tutorial Benefits

If the **Volunteer** is a non income earner and **We** pay a benefit under this Section One in respect of Capital Benefit Events 11 and 12, **We** will also pay the reasonable cost of:

1. employing domestic help and/or child minding services
2. home tutorial expenses if the **Volunteer** is a full-time student

Such help and tutoring must be deemed essential by a certified **Medical Practitioner**.

The maximum amount **We** will pay under Non Income Earners Assistance is 80% of the **Weekly Bodily Injury Benefit** shown in the Schedule in total in respect to each **Volunteer** during the **Period of Insurance** and during such disablement for a maximum of Twenty Six (26) weeks (benefit period) regardless of the number of **Accident(s)** commencing seven (7) days after the date on which the **Volunteer** first became disabled (elimination period).

Maximum Limit of Liability

Our maximum liability under this Section One for any one **Accident** in respect of one **Volunteer** shall not exceed the **Weekly Bodily Injury Benefit** shown in the Schedule or the Capital Benefits shown in this Section One of this Policy.

A benefit shall not be payable for more than one of the Capital Benefits 1-12 shown in this Section One of this Policy in respect of any one **Accident** to one **Volunteer**, in which case the highest benefit will be payable.

For all claims resulting from any one **Occurrence**, **We** will not be liable for any amount in excess of the **Aggregate Limit of Liability** stated in the Schedule for all **Volunteer(s)** insured under this Section One of this Policy. In the event that all benefits payable exceed the **Aggregate Limit of Liability**, benefits will be payable on a pro rata basis with respect to each **Volunteer**.

Section Two – Personal Accident for Children

Out-of-Pocket Expenses

We will pay a maximum of \$5,000 for the following expenses provided they occur within twelve (12) months of the **Bodily Injury**:

If a **Child In Care** suffers a **Bodily Injury** caused by an **Accident** during the **Period of Insurance**, We will pay the cost of emergency travel, childcare fees and/or loss of wages up to a maximum of \$200 per day incurred by the parent/guardian of the **Child In Care** and other expenses necessarily incurred solely and directly from **Bodily Injury** sustained and not recoverable from any other source, but excluding Excluded Hospital and Medical Costs

Capital Benefits

We will cover only such of the following benefits as have a percentage of the **Sum Insured** stated in the Schedule or an amount inserted against them. Where benefits are not insured the words 'Not Included' are shown in the Schedule.

1. Death	100%
2. Total and irrecoverable loss of sight of one or both eyes	100%
3. Total and irrecoverable loss of hearing in one or both ears	50%
4. Permanent disfigurement from burns to more than 50% of the head and neck	50%
5. Permanent disfigurement from burns to more than 50% of the remainder of the body	50%
6. Breaks or Fractures	
(a) Finger, thumb, toe	\$ 500
(b) Hand or foot	\$ 1,000
(c) Arm, elbow, wrist, leg, knee, ankle	\$ 2,500
(d) Head (any bones other than skull or spine)	\$ 2,500
(e) Shoulder, collarbone, sternum and ribs	\$ 2,500
(f) Hip and pelvis	\$ 5,000
(g) Skull and spine	\$ 5,000
7. Loss of or damage to teeth:	
(a) Adult or second teeth	\$ 450 per adult or second tooth
(b) Baby or first teeth	\$ 100 per baby or first tooth
The maximum amount payable in respect of loss or damage to teeth shall not exceed \$1,500 in total for any one Child In Care , for any one event	

Maximum Limit of Liability

Our maximum liability under this Section Two for any one **Accident** in respect of one **Child In Care** shall not exceed the Capital Benefits shown in this Section Two of this Policy.

A benefit shall not be payable for more than one of the Capital Benefits 1-7 shown in this Section Two of this Policy in respect of any one **Accident** to one **Child In Care**, in which case the highest benefit will be payable.

For all claims resulting from any one **Occurrence**, We will not be liable for any amount in excess of the **Aggregate Limit of Liability** stated in the Schedule for more than one **Child In Care** insured under this Section Two of this Policy. In the event that all benefits payable exceed the **Aggregate Limit of Liability**, benefits will be payable on a pro rata basis with respect to each **Child In Care**.

4. EXCLUSIONS

1. war, whether war be declared or not, hostilities or any act of war or civil war;
2. radioactive contamination;
3. the **Volunteer** or **Child In Care** engaging in or taking part in armed forces service or operations;
4. the **Volunteer** or **Child In Care** engaging in flying of any kind other than as a passenger;
5. the **Volunteer** or **Child In Care** suicide or attempted suicide or intentional self-inflicted **Bodily Injury**;
6. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) howsoever and whenever these have been acquired or may be named;
7. the **Volunteer** or **Child In Care's** deliberate exposure to exceptional danger (except in an attempt to save human life);
8. the **Volunteer** or **Child In Care's** own criminal act;
9. the **Volunteer** or **Child In Care** being under the influence of alcohol or drugs;
10. pregnancy, childbirth, miscarriage or the complications of these conditions;
11. death or **Bodily Injury** which would not have occurred but for the presence of **Asbestos**

This Policy does not cover:

1. death or disablement if the **Volunteer** is over the age of eighty five (85) years
2. **Weekly Bodily Injury Benefit** if the **Volunteer** is seventy five (75) years or older
3. domestic help or child minding services provided by a **Relative(s)** of the **Volunteer**
4. home tutorial expenses where the tutoring is provided by a **Relative(s)** of the **Volunteer** or where similar levels of home tutoring were provided before the disablement.
5. claims in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination
6. any claim(s), regardless of any contributory cause(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.

If the Underwriters allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the **Volunteer or Child In Care or the parent/guardian in respect of the Volunteer or Child In Care.**

5. CONDITIONS

1. If the **Volunteer** or **Child In Care** shall regularly engage in any occupation, sport, pastime or other activity in which materially greater risk may be incurred than previously disclosed in connection with this Policy without first notifying **Us** and obtaining **Our** written agreement to the inclusion under this Policy, (subject to the payment of any additional premium as **We** may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** arising from such activity.
2. Unless otherwise declared and agreed by **Us**, no benefit will be payable for any condition or injury for which the **Volunteer** or **Child In Care** or the parent/guardian in respect of the **Volunteer** or **Child In Care** has sought advice, diagnosis, treatment or counselling or of which the **Volunteer** or **Child In Care** or the parent/guardian in respect of the **Volunteer** or **Child In Care** was or should reasonably have been aware at inception of this Policy or for which the **Volunteer** or **Child In Care** has been treated at any time prior to inception.
3. Notice must be given to **Us** as soon as reasonably practicable of any **Accident** which causes or may cause a claim within the meaning of this Policy, and the **Volunteer** or **Child In Care** or parent/guardian in respect of the **Volunteer** or **Child In Care** must as early as possible seek the attention of a duly qualified **Medical Practitioner**. Notice must be given to **Us** as soon as reasonably practicable in the event of the death of the **Volunteer** or **Child In Care** resulting or alleged to result from an **Accident**.

All 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 adviser appointed by or on **Our** behalf and

such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the **Volunteer** or **Child In Care**.

4. Any fraud, concealment or deliberate mis-statement either in the proposal on which this Policy is based or in relation to any other matter affecting this Policy or in connection with the making of any claim hereunder shall render this Policy null and void and all claims hereunder shall be forfeited.
5. the **Named Insured and Subsidiaries** may cancel this Policy at anytime by forwarding a written request to **Us**. However, the premium is a minimum premium and no refund is payable.
6. **We** may cancel this Policy in any of the circumstances detailed in the Insurance Contracts Act 1984. **We** will refund the pro-rata premium calculated for the unexpired **Period of Insurance**.
7. If the **Named Insured and Subsidiaries** has elected to pay the premium by premium funding, the Premium Finance Company may cancel the Policy by advising **Us** within fourteen (14) days of a premium instalment date passing without payment. Under these circumstances, as long as there are no losses outstanding or paid on the Policy, **We** will refund the Premium Finance Company the appropriate proportion of premium.
8. Notice in writing shall be given to **Us** as soon as possible of every change materially varying any of the facts or circumstances existing at the commencement of this Policy that the **Named Insured and Subsidiaries** becomes aware of.
9. All disputes arising out of or under this Policy will be subject to determination by any Court of competent jurisdiction within Australia
10. The **Named Insured and Subsidiaries** shall take all reasonable precautions to:
 - a) comply with all applicable legislation and regulations;
 - b) prevent **Bodily Injury**;
 - c) comply and ensure that the **Volunteers** comply with all statutory obligations, by-laws or regulations imposed by a public authority in respect thereof for the safety of persons or property;
11. **We** hereon agree that:
 - a) In the event of a dispute arising under this Insurance, **We** at the request of the **Named Insured and Subsidiaries** 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:

Lloyd's Underwriters' General Representative in Australia,
Suite 2, Level 21
123 Pitt Street
Sydney NSW 2000
Telephone Number: (02) 9223 1433

who has authority to accept service and to enter an appearance on **Our** behalf, and who is directed at the request of the **Named Insured and Subsidiaries** to give a written undertaking to the **Named Insured and Subsidiaries** that he will enter an appearance on **Our** behalf.)
 - 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.