

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

www.sleworldwide.com.au

SLE WORLDWIDE AUSTRALIA PTY LIMITED

GROUP PERSONAL INJURY INSURANCE

FOR

AMATEUR SPORTS

Product Disclosure Statement and Policy Wording

August 2023

SLE WORLDWIDE AUSTRALIA PTY LIMITED

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INDEX PAGE

PRODUCT DISCLOSURE STATEMENT

ABOUT OUR PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING	3
WHO IS SLE WORLDWIDE AUSTRALIA PTY LIMITED?	3
WHO IS THE INSURER?	3
UNDERSTANDING THE POLICY AND ITS COVER	3-4
APPLYING FOR COVER	4
PREMIUMS	4
THE AGREEMENT	4
CONFIRMATION OF COVER	5
DUTY OF DISCLOSURE	6
COOLING OFF PERIOD	6
CLAIMS INFORMATION	7
GENERAL INSURANCE CODE OF PRACTICE	7
DISPUTE RESOLUTION	7-8
TAXATION	8
PRIVACY NOTICE	8
UPDATING OUR PDS	9

THE POLICY WORDING

IMPORTANT DEFINITIONS	10-12
EXTENT OF COVER	13
SECTION A – CAPITAL BENEFITS (Insured Events 1–17 Death & Permanent Disablement)	13-15
SECTION B – WEEKLY BENEFITS (Insured Events 18–20 Injury)	15-16
SECTION C – SPECIAL BENEFITS	16-18
SPECIAL PROVISIONS	19-21
GENERAL EXCLUSIONS	21-23
GENERAL CONDITIONS	23-25

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

www.sleworldwide.com.au

PRODUCT DISCLOSURE STATEMENT

ABOUT THE PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

This document, which is Your Product Disclosure Statement (PDS) and includes the Policy Wording, contains important information to help You understand SLE Worldwide Australia's Group Personal Injury Insurance for Amateur Sports Policy (the Policy).

Before You decide whether to purchase this insurance, You need to read this document carefully to understand its features, benefits and risks.

We recommend that you consult an insurance agent or broker to ensure a clear understanding of Your rights and obligations under the Policy.

WHO IS SLE WORLDWIDE AUSTRALIA?

SLE Worldwide Australia Pty Limited (ABN 15 066 698 575 AFSL number 237 268), acts as agent for the Insurer under a binding agreement with the Insurer. We are authorised to enter into, renew, cancel and administer the Policy and deal with and settle any claims under it, on the Insurer's behalf.

In this PDS, references to "SLE", "We", "Our" or "Us" refer to SLE Worldwide Australia Pty Limited.

You can contact SLE by:

Writing to: Level 15, 45 Clarence St, Sydney NSW 2000
Telephone: 02 9249 4850
Facsimile: 02 9249 4840

WHO IS THE INSURER

The issuer of this PDS and the Insurer of this Policy is certain Underwriters at Lloyd's, (referred to in this PDS as the 'Insurer'). You can contact the Insurer by writing to: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000.

UNDERSTANDING THE POLICY AND THE COVER IT PROVIDES

The Policy is acquired by the Insured specified on the Schedule and provides insurance cover in relation to certain eligible persons (these are called Insured Persons – see Important Definitions). Where applicable this PDF differentiates between the Insured and Insured Persons.

In summary, this Policy can provide the following covers:

- **Death and Permanent disablement** – a lump sum is payable following Injury resulting in accidental death or one of the Permanent disabilities specified in Section A – Capital Benefits (See Insured Events 1-17 on pages 13 - 15);
- **Weekly Benefit following Injury** – an agreed weekly benefit (up to a maximum amount) following Injury resulting in Temporary Total Disablement (See Section B – Insured Events 18 – 20 on pages 15 and 16);
- **Reimbursement of expenses** – the Insurer will reimburse certain expenses (up to certain maximum amounts) incurred in relation to an Injury (see Section C – Special Benefits on pages 16 to 18);

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

www.sleworldwide.com.au

There are maximum amounts payable under the Policy as stated in the Policy Schedule with respect to each Insured Person and with respect to all claims payable under the Policy during each Period of Insurance, this is set out in the Schedule.

APPLYING FOR COVER

When applying for this Policy, You will need to complete an application form. The application is subject to acceptance by Us on behalf of the Insurer. Based on the information You provide, We may offer cover and terms specific to You. Once We have agreed on the terms, We will issue You with a Schedule including the following relevant information:

- the Period of Insurance;
- the Premium, including any Stamp Duty and GST;
- the benefits provided;
- the period during which no claim is payable (the Deferral Period);
- the maximum period during which claims will be paid (the Benefit Period);
- the total amount We will pay for all claims during the Period of Insurance (the Aggregate Limit of Liability);
- the circumstances in which cover will be available (the Scope of Cover) and;
- any Endorsements which vary the standard terms of the Policy;
- the categories of Insured Persons who are automatically covered if they fall within the description in the Schedule.

PREMIUMS

The Premium is the amount payable by you for the insurance provided by Us under this Policy including all applicable taxes, duties and imposts and any additional charges We tell You of.

When You apply for this insurance, and before the Policy is renewed each year, You will be advised of the total Premium amount payable for that year. If You choose to effect cover, the amounts due will be clearly set out in Your Schedule. Premiums are payable annually in advance.

In order to calculate Your Premium, We take various factors into consideration, including:

- the Sum Insured in respect of Insured Persons under the Policy;
- the Scope of Cover;
- the Deferral Period;
- Your previous insurance history;
- The number of Insured Persons under the Policy.

THE AGREEMENT

Once We have accepted Your application for insurance on the Insurer's behalf, the agreement between You and the Insurer is set out in:

- this **PDS and Policy wording** – which sets out the standard terms, limits and conditions that apply;
- the **Application for insurance** – which you completed and which We relied on when offering cover to You;
- the most recent **Schedule** We issue – this shows the cover We have agreed to provide and the terms and conditions that apply specifically to the Policy; and
- any written **Endorsements** We issue – these act to vary the cover provided.

The Policy is a contract between You and the Insurer. The above documents make up the Policy and should be carefully read together. It is important that they are kept in a safe place.

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

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CONFIRMATION OF COVER

Once Your Application for insurance has been accepted by Us on behalf of the Insurer, We will send You the Schedule and any written Endorsements to confirm the issue of Your Policy.

Should You wish to confirm any Policy transaction at any time, You should contact Us at Level 15, 45 Clarence Street, Sydney, NSW, 2000, or call Us on Telephone No. 02 9249 4850.

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

www.sleworldwide.com.au

DUTY OF DISCLOSURE

The Insurance Contracts Act 1984 requires a person before they enter into the Policy with Us, to provide Us with the information We need to enable Us to decide whether and on what terms to provide cover. We ask various questions when You apply for cover and when You answer these questions, You must:

- give Us honest and complete answers; and
- tell Us everything known to You; and which a reasonable person in the circumstances, would include in answer to the questions.

We will use the answers in deciding whether to insure You and the Insured persons, and on what terms.

If You vary, renew, extend, reinstate or replace the Policy You duty is to tell Us before that time, every matter known to You which:

- You know; or
- a reasonable person in the circumstances could be expected to know,

is relevant to Our decision whether to insure You and whether any special conditions need to apply to the Policy.

You do not need to tell Us about any matter that:

- diminishes Our risk;
- is of common knowledge;
- We know or should know in the ordinary course of Our insurance business; or
- We tell You We do not need to know.

Who does the duty apply to?

It is important that You understand You are answering our questions in this way for Yourself and the Insured Persons.

What happens if the duty is breached?

If the duty is breached We may cancel the Policy or reduce the amount We pay for any claim. If fraud is involved, We may refuse to pay a claim and treat the Policy as if it never existed.

COOLING OFF PERIOD

Even after You are issued with the Policy, You still have cooling off rights. You can cancel the Policy by notifying Us in writing, either directly or via Your insurance broker, within 14 days from the earlier of the date You receive Your Schedule or the end of the 5th day after the day on which the Policy was issued to You.

If You cancel the Policy within the cooling off period, We will refund the Premium paid (except any amounts of tax or duties which We are unable to recover), unless You or an Insured Person has made a claim under the Policy.

You can also cancel the Policy after the Cooling Off Period in accordance with the Cancellation clause in the General Conditions section on page 23.

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

www.sleworldwide.com.au

CLAIMS INFORMATION

In the event of a claim You or the Insured person should contact Us at Level 15, 45 Clarence Street, Sydney NSW 2000 or call Us on Telephone No. 02 92494850.

We may refuse to pay or reduce the amount We pay under a claim in certain circumstances, in particular:

- where an exclusion applies (see pages 21 - 22 for details of the exclusions applying);
- if You do not comply with the terms and conditions of this insurance;
- if You do not comply with Your Duty of Disclosure or make a misrepresentation; or
- if You make a fraudulent claim.

Any claim settlements, will exclude GST. However, if there is a shortfall between the GST component of Your claim and the amount of input tax credit You are entitled to, We will pay this shortfall in addition to the claim settlement up to the total of all amounts insured.

GENERAL INSURANCE CODE OF PRACTICE

This Insurance is subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice. For more information see www.codeofpractice.com.au

DISPUTE RESOLUTION

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact SLE Worldwide Australia Pty Ltd in the first instance:

Mr Shane Cornford - Claims Manager
SLE Worldwide Australia Pty Ltd
Email: claimsenquiries@sleworldwide.com.au
Telephone: (02) 9249 4850
Post: PO Box H308 Australia Square NSW 1215

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: ldraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint.

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

www.sleworldwide.com.au

You may refer your complaint to the Australian Financial Complaints Authority (AFCA) at any time, and if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint:

AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 Melbourne VIC 3001

Your complaint must be referred to AFCA within 2 years of the final decision. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or provided with other options.

TAXATION

Generally, for lump sum benefits under the Policy, Premiums payable for this cover are not tax deductible, nor are any benefits taxable. However, premiums may be tax deductible and benefits may therefore be taxable if the Policy is taken out for business purposes. Generally for Temporary Total Disablement benefits, these benefits will be taxable and must be declared on Your yearly tax return.

This taxation information is a general statement only based on continuance of present tax laws and our interpretation of those laws. As individual circumstances may differ advice from an accountant or tax professional should be sought if You or an Insured Person is unsure about the taxation implications of this Policy.

PRIVACY NOTICE

We respect Your and the Insured Persons' privacy. We are bound by the Privacy Act 1988 (Cth) and its principles when We collect and handle Your personal information and the personal information of Insured Persons.

Any personal information You or an Insured Person provides is used by Us and Our agents to assess the application for insurance, issue the Policy and administer the parties' rights and obligations in relation to the Policy, including claims.

This information may be disclosed to third parties involved in the above process, such as reinsurers, claims handlers, medical service providers, insurance assessors, lawyers, Our related companies, Your agents and as required by law. The use and disclosure of such personal information provided to third parties will be limited to the specific purpose for which it was supplied.

When You give personal information about other individuals, We and Our agents rely on You to have made or make them aware:

- that You will or may provide their information to Us;
- the types of third parties to whom the information may be provided;
- the relevant purposes We and the third parties We disclose it to will use it for; and
- how they can access it.

If it is sensitive information We rely on You to have obtained their consent on these matters. If You have not done or will not do any of the above, You must tell Us or Our agents before You provide the relevant information.

You can obtain a copy of Our Privacy policy, seek access to or correct Your personal information or opt out of receiving materials We send by contacting SLE. If You do not agree to the above or will not provide Us with personal information, We may not be able to provide You with Our services or products.

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

www.sleworldwide.com.au

UPDATING OUR PDS

The information in this PDS is up to date at the time it was prepared. We may need to update the information in the PDS from time to time. We will issue You with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance. In other circumstances, We may update the information contained in this PDS by making it available on a website; www.sleaustralia.com.au or You may call Us on 02 9249 4850. A paper copy of any updated information is available to You at no cost upon request.

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

www.sleworldwide.com.au

THE POLICY WORDING

IMPORTANT DEFINITIONS

The following important definitions apply to this Policy. They set out what We intend by each of the relevant terms when used with a capital letter in the Policy. This may be different to what You commonly understand such terms to mean, so please read them carefully as they affect the Extent of Cover provided:

ACCIDENT means any sudden, unexpected or unforeseen specific event which occurs fortuitously by external and visible means at an identifiable time and place.

ACCIDENTAL DEATH means the death of the Insured Person resulting from an Accident.

AGGREGATE LIMIT OF LIABILITY means the maximum amount which We will pay for all claims combined arising under the Policy during any one Period of Insurance as specified in the Schedule.

COMMENCEMENT DATE OF INDIVIDUAL COVERAGE means for each Insured Person, the latest of the following dates:

- (a) the commencement date of the Period of Insurance set out in the Schedule; or
- (b) the date the relevant Insured Person becomes eligible for insurance under this Policy.

CONFINEMENT TO BED / BED CARE PATIENT means:

- (a) an Insured Person who is confined to bed for a continuous period of not less than 24 hours; and
 - (b) whose confinement was certified as necessary by a Medical Practitioner to be under the continuous care of a registered nurse (other than the Insured Person or a member of their immediate family);
- provided that the confinement commenced after that person's Commencement Date of Individual Coverage.

DEFERRAL PERIOD means the period specified as such in the Schedule commencing from the first day of Temporary Total Disablement on which medical advice or treatment was sought in respect of the Insured Person's Injury, during which no compensation is payable.

ENDORSEMENT means any written variation of the standard Policy terms which We issue when the Policy is entered into or during the Period of Insurance.

FINGERS OR TOES means the digits of a Hand or Foot.

FOOT means the entire foot below the ankle.

HAND means the entire hand below the wrist.

HEATSTROKE means any symptom or condition occurring as a result of the core temperature of an Insured Person overheating as a result of participating in activities insured under this Policy as assessed by a Medical Practitioner or the recording a rectal temperature of 40 C or greater.

INCOME means:

- (a) if the Insured Person is an employee, the average of their gross weekly income earned from personal exertion in their usual business, occupation or employment (other than playing sports) for the number of weeks worked, during the twelve (12) month period immediately preceding Injury, resulting in any of the Insured Events covered by this Policy, excluding bonuses, commissions, overtime payments or other allowances; or

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

www.sleworldwide.com.au

- (b) if the Insured Person is self employed, the average of their gross weekly income earned from personal exertion in their usual business, occupation or employment (other than playing sports) for the number of weeks worked, during the twelve (12) month period immediately preceding Injury, resulting in any of the Insured Events covered by this Policy, but after the deduction of all necessary business expenses incurred in deriving that income.

INJURY means bodily injury which:

- (a) is sustained by an Insured Person during the Period of Insurance and while they are covered as an Insured Person under this Policy; and
- (b) results from an Accident and
- (c) occurs solely and directly and independently of any other cause, including any cause directly or indirectly attributable to illness, sickness, disease, pre-existing physical or congenital condition or Heatstroke, except illness or sickness directly resulting from Injury, or medical or surgical treatment rendered necessary by such Injury; and
- (d) occurs whilst they are engaged in the activities specified in the Schedule under Scope of Cover.

INSURED means the person or entity specified as the Insured on the Schedule.

INSURER means certain Underwriters at Lloyd's, with their representatives in Australia being, Lloyd's Underwriters' General Representative in Australia.

INSURED PERSON means the person(s) who meet the description noted on the Schedule under Insured Person(s).

LIMB means the entire limb between the hip and the ankle or between the shoulder and the wrist.

LOSS means in connection with: -

- (a) a Limb, Permanent physical severance or Permanent total loss of use of the Limb;
 - (b) an eye, total and Permanent loss of all sight in the eye;
 - (c) hearing, total and Permanent loss of hearing;
- and which in each case is caused by Injury.

MEDICAL PRACTITIONER means a legally qualified doctor of medicine or specialist registered in the place where the Insured Person received the services and who is not the Insured Person or a relative of theirs.

PARAPLEGIA means Permanent and entire paralysis of both legs and part or whole of the lower half of the body.

PERIOD OF INSURANCE means the period specified in the Schedule, or any subsequent period in respect of which the Insured has paid and We have accepted the Premium required for the renewal of this Policy as provided in General Condition 3.

PERMANENT means lasting twelve (12) consecutive calendar months from the date of Injury and at the expiry of that period being certified by a suitably qualified Medical Practitioner as being beyond hope of improvement.

POLICY means SLE Worldwide Australia Pty Limited Group Personal Injury Insurance for Amateur Sports policy issued by Us on behalf of the Insurer to You, the terms and conditions of which are set out in this PDS and Policy Wording and the Schedule.

PROFESSIONAL SPORTS means any sport for which an Insured Person receives any fee or monetary reward as a result of their participation.

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

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PROOF OF LOSS means written substantiation:

- (a) from a Medical Practitioner for any claim for periodic payment benefits which are contingent upon continuing loss;
- (b) receipts for any out of pocket expenses authorised by the Insured Person's Medical Practitioner; or
- (c) in the case of any other claim under the Policy substantiation from the person or entity that provided a service.

QUADRIPLEGIA means Permanent and entire paralysis of both legs and both arms.

SCHEDULE means the most current Schedule issued by Us to You in relation to this Policy.

TEMPORARY TOTAL DISABLEMENT means, as a result of Injury the Insured Person is wholly and continuously prevented from engaging in all of the duties of their usual occupation and is not engaged in any other occupation and is under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner.

VOLUNTEER WORKER means an individual engaged in unpaid work and services for and on behalf of the Insured. Such work and services must solely involve activities organised, authorised and under the control of the Insured and for whose time contribution and efforts such Volunteer Worker does not receive any Income (as defined) or any form or financial reward or remuneration. Such activities do not include heavy manual labour and/or construction work.

WE, OUR and US means SLE Worldwide Australia Pty Limited, ABN 15 066 698 575 AFSL number 237 268, of Level 15, 45 Clarence Street, Sydney, New South Wales, 2000, Australia, as agents for the Insurer, a company duly incorporated under the laws of Australia and registered in New South Wales, Australia.

YOU/ YOUR/ YOURSELF means the Insured named in the Schedule.

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

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EXTENT OF COVER

Insurance cover under this Policy in respect of an Insured Person commences on the Commencement Date of Individual Coverage for that Insured Person.

In consideration of the payment of the Premium payable to Us by You, and subject to the terms and conditions of this Policy, We will provide the compensation specified in this Policy up to the relevant limits, in relation to the Events specified in Sections A, B and C below where that Event occurs in respect of an Insured Person while that Insured Person is covered under this Policy.

The amount of Premium specified in the Schedule is the amount due to the Insurer and any commission allowed by them is to be regarded as remuneration for SLE placing this insurance.

SECTION A - CAPITAL BENEFITS COVER

For the purpose of this Section A, a reference to “total” in connection with a loss of use, loss of sight or loss of hearing (as the case may be) means a percentage of impairment of greater than or equal to 75% of the body part/s, sight or hearing identified in the relevant Event.

Unless otherwise stated, any claim for a capital benefit under Events 4 to 16 inclusive must be certified by the Insured Person’s treating Medical Practitioner. We may at Our absolute discretion appoint an independent Medical Practitioner to certify whether the relevant Event has occurred. In the event that the two opinions differ then at Our absolute discretion We may request a professional organization representing Medical Practitioners in the relevant field to recommend a suitably qualified Medical Practitioner to provide a further assessment in which circumstances the majority opinion on the issues of permanency and totality will prevail.

COLUMN 1 – EVENTS	COLUMN 2 - THE COMPENSATION
Injury to an Insured Person resulting in one of the following Events within 12 calendar months of the date of the Injury:	(as a percentage of the Capital Benefit for each Event as specified in the Schedule)
Event 1. Accidental death (refer to Special Provision number 6)	100%
Event 2. Permanent Quadriplegia	100%
Event 3. Permanent Paraplegia	100%
Event 4. Permanent total loss of sight of both eyes	100%
Event 5. Permanent total loss of sight of one eye	50%
Event 6. Permanent total loss of use of two Limbs	100%
Event 7. Permanent total loss of use of one Limb	100%
Event 8. Permanent total loss of hearing in: (a) both ears (b) one ear	(a) 75% (b) 15%
Event 9. Permanent total loss of lens of one eye	50%
Event 10. Permanent psychiatric impairment that is not otherwise excluded by General Exclusion 8 will be paid for in proportion to the Insured Person’s percentage of impairment (as certified by the Insured Person’s treating	10%

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

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COLUMN 1 – EVENTS	COLUMN 2 - THE COMPENSATION
Medical Practitioner) by multiplying the percentage of impairment by the Event 10 Compensation Amount (calculated by multiplying the percentage listed in Column 2 by the amount specified in the Schedule for Event 10). We may at Our absolute discretion appoint an independent Medical Practitioner to assess the percentage of psychiatric, intellectual or cognitive impairment. The amount payable will be the average of the two opinions provided, save that where the two opinions differ by more than 10%, then at Our absolute discretion We may request a professional organisation representing Medical Practitioners in the relevant field to recommend a suitably qualified Medical Practitioner to provide a further assessment in which circumstances the amount payable will be calculated using the median percentage of the three assessments.	
Event 11. Permanent total loss of use of: (a) 4 Fingers and thumb of either Hand; (b) 4 Fingers of either Hand;	(a) 70% (b) 40%
Event 12. Permanent total loss of use of thumb of either Hand: (a) both joints (b) one joint	(a) 30% (b) 15%
Event 13. Permanent total loss of use of a Finger of either Hand: (a) three joints (b) two joints (c) one joint	(a) 10% (b) 7% (c) 5%
Event 14. Permanent total loss of use of Toes of either Foot: (a) all - one Foot (b) great - both joints (c) great - one joint (d) other than great - each one	(a) 15% (b) 5% (c) 3% (d) 1%
Event 15. Fractured leg or patella with established non-union	10%
Event 16. Shortening of leg by at least 5 cm	7%
Event 17. Any Permanent impairment that is not eligible for payment of a capital benefit under Events 4 to 16 inclusive will be paid for in such percentage of the Event 17 compensation amount (as specified in the Schedule) which corresponds to the percentage of whole person impairment (WPI) assessed according to the American Medical Association's Guides to the Evaluation of Permanent Impairment, Fifth Edition (AMA5), as certified by the Insured Person's treating Medical Practitioner. We may at Our absolute discretion appoint an independent	

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

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COLUMN 1 – EVENTS	COLUMN 2 - THE COMPENSATION
Medical Practitioner to assess the percentage of whole person impairment. The amount payable will be the average of the two opinions provided, save that where the two opinions differ by more than 10% WPI, then at Our absolute discretion We may request a professional organisation representing Medical Practitioners in the relevant field to recommend a suitably qualified Medical Practitioner to provide a further assessment in which circumstances the amount payable will be calculated using the median percentage of the three WPI assessments.	

(Please refer to the Special Provisions (pages 19 to 21), General Exclusions (pages 21 to 22) and General Conditions (pages 23 to 25) sections for additional limits and further terms that apply to the above cover)

SECTION B - WEEKLY BENEFITS

After the Deferral Period applicable to an Event contained in this Section B, the relevant compensation shall be payable for no longer than the benefit period specified in the Schedule.

Compensation shall not be payable under more than one of the Events 18, 19 or 20 in respect of the same Injury for the same Insured Person.

Event 18. Injury resulting in Temporary Total Disablement of an Insured Person where the Insured Person earns an Income.

If the Insured Person suffers an Injury resulting in Temporary Total Disablement, We shall pay the agreed percentage set out in the Schedule of:

- (a) the actual loss of or reduction in Income; or
- (b) the maximum amount per week specified in the Schedule;

whichever is the lesser, while the Insured Person suffers Temporary Total Disablement commencing after the Deferral Period.

This Event 18 applies only where, immediately prior to Injury, and the Insured Person earned an Income.

The compensation shall be payable for no longer than the benefit period specified in the Schedule from the end of the Deferral Period.

If an Insured Person continues to receive the whole or any part of their weekly Income following their Temporary Total Disablement, or if they are entitled to receive disability benefits under any workers compensation legislation, any accident compensation legislation or any legislation having a similar effect in respect of the same Injury, then the compensation payable under this Event 18 shall be reduced by these amounts.

Event 19. Injury resulting in Temporary Total Disablement of an Insured Person where the Insured Person does not earn an Income.

If the Insured Person suffers an Injury resulting in Temporary Total Disablement, We shall pay the agreed percentage (set out in the Schedule) of:

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

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- (a) the actual cost of personal care (including nurse care) from a recognised and licensed domestic help agency for the duration of Temporary Total Disablement where a Medical Practitioner certifies this as necessary; or
- (b) the maximum amount per week specified in the Schedule for this benefit,

whichever is the lesser, while the Insured Person suffers Temporary Total Disablement commencing after the Deferral Period.

The compensation shall be payable for no longer than the benefit period specified in the Schedule from the end of the Deferral Period.

Event 20. Injury resulting in Temporary Total Disablement of an Insured Person where the Insured Person is a full time student.

If the Insured Person suffers an Injury resulting in Temporary Total Disablement, We shall pay the agreed percentage (set out in the Schedule) of:

- (a) the actual cost of home tutorial by a qualified tutor certified as necessary for the duration of Temporary Total Disablement by a Medical Practitioner; or
- (b) the maximum amount per week specified in the Schedule for this benefit,

whichever is the lesser, while the Insured Person suffers Temporary Total Disablement commencing after the Deferral Period.

This Event 20 applies only where, immediately prior to Injury, and the Insured Person is a full time student.

(Please refer to the Special Provisions (pages 19 to 21), General Exclusions (pages 21 to 22) and General Conditions (pages 23 to 25) sections for additional limits and other terms that apply to the above cover)

SECTION C - SPECIAL BENEFITS

We will reimburse the following categories of expenses up to the limits specified for each in the Schedule, provided that Our total liability under the Policy shall not exceed the Aggregate Limit of Liability. Where the Schedule does not specify any limits for a particular category of expenses then no benefits will be paid in respect of expenses falling within that category under this Section C.

1. NON-MEDICARE MEDICAL EXPENSES

We will reimburse an Insured Person or an Insured for any Non-Medicare Medical Expenses incurred within twelve (12) calendar months of an Insured Person sustaining an Injury covered by this Policy.

Non-Medicare Medical Expenses means medical expenses that are not subject to any full or partial Medicare rebate by You or by the Insured Person for treatment certified as necessary by a Medical Practitioner directly as a result of an Injury payable to a registered private hospital, registered physiotherapist or a similar registered provider of medical services including the cost of medical supplies or ambulance fees but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth, excluding dentures, and is caused directly by the relevant Injury.

Non-Medicare Medical Expenses does not include any or part of any expenses for which a Medicare benefit is paid or is payable including the balance of monies due or payable by You after deduction of any Medicare benefit or rebate from the actual expense incurred (commonly known as the "Medicare Gap").

We shall not pay for:

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- (a) any expense recoverable by You or by the Insured Person from any other insurance scheme or any plan providing medical/physiotherapy or similar coverage or from any other source except for the excess of the amount payable from such other insurance/plan or source;
- (b) any expenses that would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth);
- (c) more than the percentage specified in the Schedule of the amount of each claim made under this Section after the deduction of the Policy Excess specified in the Policy Schedule.

This benefit only covers expenses that are not covered by the Medicare Act 1983. Further, and subject to the above, where an Insured Person is covered by private health insurance then this Policy shall be taken not to apply to expenses for which the Insured Person may have (or may have had in the absence of this policy) an entitlement to a private health insurance rebate except to the extent that there is a difference between any private health insurance rebate to which an Insured Person may be entitled (or may have been entitled in the absence of this policy) and the actual cost incurred by the Insured Person.

2. OUT OF POCKET EXPENSES

We will reimburse any reasonable out of pocket non-medical expenses, which have been paid by the Insured Person or the Insured on behalf of the Insured Person and which were authorised by the Insured Person's treating Medical Practitioner as being required to assist in the Insured Person's recovery as a result of an Injury.

All such expenses must be incurred within (12) calendar months of and in relation to the Insured Person sustaining an Injury covered by the Policy.

3. FUNERAL EXPENSES

We will reimburse any reasonable funeral expenses up to the limit set out in the Schedule, which are incurred in the burial or cremation of an Insured Person's body as a result of an Injury.

Provided that We shall not be liable to make any payment in respect of any expenses recoverable by You or the Insured Person's estate from any other source, except for the excess of the amount payable under any other insurance/plan or source.

4. CONFINEMENT TO BED

If as a result of an Injury, an Insured Person becomes a Bed Care Patient during the Period of Insurance for a continuous period of not less than 24 hours and a Medical Practitioner certifies that it is necessary for the Insured Person to be under the continuous care of a registered nurse We will reimburse the cost of the nursing care for such periods up to the amount set out in the Schedule, but limited to the maximum period nominated in the Schedule, whichever is the lesser. Should the Insured Person be Confined to Bed for less than one week, the benefit will be calculated at a daily rate of (1/7th) one-seventh of the weekly benefit.

In the event of recurring periods of Confinement to Bed as a result of the same Injury, such periods shall be accumulated up to the maximum period nominated in the Schedule provided all such periods occur within (12) calendar months of and in relation to the Insured Person sustaining an Injury covered by the Policy.

Confinement to Bed / Bed Care Patient does not include the Insured Person as a patient in any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for the care or treatment of alcohol or drug addiction.

5. REHABILITATION COSTS

SLE WORLDWIDE AUSTRALIA PTY LIMITED

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If an Insured Person suffers an Injury during the Period of Insurance and they are entitled to the payment of benefits for Paraplegia or Quadriplegia, then We will reimburse the costs incurred by them to undergo a rehabilitation programme, including any costs incurred for necessary equipment or modifications to their home or car up to the limit set out in the Schedule. All such costs must be incurred within (12) calendar months of and in relation to the Insured Person sustaining an Injury covered by the Policy.

6. INCONVENIENCE ALLOWANCE

We will reimburse reasonable travelling or personal expenses necessarily incurred as a result of an Injury to an Insured Person up to the limit set out in the Schedule:

- (a) in the transportation of the Insured Person to a hospital or place of treatment;
- (b) in the emergency attendance on the Insured Person of the Insured Person's parents, guardian, spouse, partner or children.

All such expenses must be incurred within (12) calendar months of and in relation to the Insured Person sustaining an Injury covered by the Policy.

7. DOMESTIC HELP

We will reimburse the cost of hiring a personal carer (including nursing care) from a recognised and licensed domestic help agency, provided that:

- (a) We do not pay for the cost of hiring members of the Insured Person's family or other relatives or persons permanently living with the Insured Person; and
- (b) the personal care is certified by a Medical Practitioner as being necessary to assist in the Insured Person's recovery from an Injury.

All such costs must be incurred within (12) calendar months of and in relation to the Insured Person sustaining an Injury covered by the Policy.

8. TRAVEL AND ACCOMMODATION EXPENSES

We will reimburse reasonable travel and or accommodation expenses (as defined in this clause) which are necessarily incurred within (12) calendar months of and as a result of an Injury to an Insured Person up to the limits set out in the Schedule:

- (a) in the direct transportation of the Insured Person to a hospital or place of treatment providing such medically referred treatment requires travel in excess of 100kms;
- (b) in the emergency attendance on the Insured Person of (1) one of the Insured Person's parents, guardian, spouse, partner or children, and which results in the need for overnight accommodation in either a registered hotel or motel.

Travel expenses means the reasonable petrol costs associated when a private motor vehicle is used or reasonable domestic airfare charges in a properly licensed aircraft and these expenses are the result of the circumstances set out above in either (a) or (b).

Accommodation expenses means the reasonable cost of overnight accommodation in either a registered hotel or motel.

Food and beverages are not covered under Travel and Accommodation Expenses.

(Please refer to the Special Provisions (pages 19 to 21), General Exclusions (pages 21 to 22) and General Conditions (pages 23 to 25) sections for additional limits and other terms that apply to the above cover)

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

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SPECIAL PROVISIONS

1. The compensation payable under Event 1 in Section A shall be payable to the Insured Person's estate. Any other compensation payable under this Policy shall be payable to the Insured Person unless it covers expenses incurred by You on behalf of the Insured Person, in which case the compensation will be payable to You. We require Proof of Loss to Our satisfaction of the payment of expenses and the person who paid those expenses before reimbursements will be made under this Policy.

Where the Insured Person is under the age of 18 or under a legal disability, then Our obligations for payment of any compensation under Section A shall be completely discharged by paying any Capital Benefit amount to a person appointed as manager or trustee of the Insured Person's estate by a competent Court in the Commonwealth of Australia or otherwise appointed in accordance with the law of the State or Territory in which the Insured Person resides, save that where no such person, manager or trustee has been appointed then Our obligations for the payment of compensation under Section A shall be completely discharged by paying the Capital Benefit amount to the relevant State or Territory based Trustee & Guardian to hold in trust until the Insured Person attains 18 years of age or ceases to be under a legal disability. We shall not be liable to pay for any costs whatsoever associated with the appointment of a suitable person or trustee and/or the payment to and/or administration of any Capital Benefit by a suitable person, manager or trustee or the relevant State based Trustee & Guardian (as the case may be).

2. In respect of all claims under this Policy:
 - (a) compensation shall not be payable for more than one of the Events listed in Section A in respect of the same Injury for the same Insured Person.
 - (b) any compensation payable for Events 2-17 listed in Section A shall be reduced by any compensation already paid under Section B in respect of the same Injury for the same Insured Person.
 - (c) should an Insured Person sustain Injury which results in any one of Events 2 to 7 described in Section A there shall be no further liability under the Policy for Injury sustained by the Insured Person thereafter.
3. Compensation under this Policy shall not be payable:
 - (a) under the Events described in Section B and/or Section C in excess of the benefit period relevant to each Event specified in the Schedule in respect of any one Injury.
 - (b) unless the Insured Person as soon as possible after the happening of any Injury giving rise to a claim under this Policy procures and follows proper medical advice from a Medical Practitioner.
4. If, as a result of Injury, compensation is payable under Section B and if, while the Policy is in force an Insured Person suffers recurrence of Temporary Total Disablement from the same or related cause or causes, the subsequent period of Temporary Total Disablement will be deemed a continuation of the prior period unless between such periods the Insured Person has performed or is able to perform the duties of their occupation on a full-time basis for at least six consecutive months, in which event such Temporary Total Disablement shall be subject to a new Deferral Period.
5. The compensation payable under Events 1-17 is limited to 20% of the relevant Capital Benefit (as specified in the Schedule) if the Injury causing the Event occurred whilst the Insured Person is engaged in travel to or from the activities specified in the Schedule under Scope of Cover.

SLE WORLDWIDE AUSTRALIA PTY LIMITED

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6. In respect of Insured Persons aged under 18 years, Event 1 – Accidental death under Section A is limited to \$10,000 (unless otherwise stated in the Schedule).
7. The Premium shown in this Policy is subject to periodic review at the commencement of each Period of Insurance.
8. If an Insured Person suffers an Injury and requires physiotherapy, chiropractic, osteopathic, acupuncture, exercise physiology, remedial massage or similar treatment(s), We will pay compensation up to the amount shown under Section C - Non Medicare Medical Expenses, provided that they have obtained a referral from a Medical Practitioner. Compensation under Non Medicare Medical Expenses for physiotherapy, chiropractic, osteopathic, acupuncture, exercise physiology, remedial massage or similar treatment(s) will cease as soon as the Insured Person resumes training / playing sport / or similar sporting activities or has been medically cleared to return to training / playing sport / or similar sporting activities.
9. The total amount payable under this Policy in respect of all Insured Persons, for any one Period of Insurance, is limited to the Aggregate Limit of Liability, as set out in the Schedule. We will not pay a benefit under this Policy if the Aggregate Limit of Liability has been reached in any one Period of Insurance.
10. Any benefits for bodily injury or illness caused by or arising out of a Cyber Act or a Cyber Incident are payable, subject to the terms, conditions, limitations and exclusions of this Policy.

For the purpose of this Special Provision 10:

CYBER ACT means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

CYBER INCIDENT means:

1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

COMPUTER SYSTEM means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

11. WHERE further Non-Medicare Medical Expenses which are directly related to an Injury cannot be incurred during the standard twelve (12) calendar month benefit period applicable under Section C-1. Non-Medicare Medical Expenses because:
 - (a) the Insured Person has received advice from a Medical Practitioner or dental surgeon to delay the commencement of further medically necessary treatment; OR
 - (b) the Insured Person has followed advice from a Medical Practitioner or dental surgeon to undergo a sequence of medical treatments that were not reasonably able to be completed within twelve (12) calendar months of sustaining an Injury covered by this Policy;

THEN provided that:

- (c) the original Injury was notified and a claim was submitted in accordance with the claims procedure detailed in General Condition 8; AND

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

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(d) the Insured Person obtains and submits a statement from a Medical Practitioner or dental surgeon which clearly explains the following:

- i) the nature and duration of all further medically necessary treatment which is required to be delayed or which is not reasonably able to be completed within twelve (12) calendar months of the Insured Person sustaining the Injury;
- ii) the reason why the further treatment is medically necessary to treat the Injury;
- iii) if a delay in commencement of the further treatment has been recommended, the medical basis on which such recommendation has been made;
- iv) if the sequence of medical treatment is not reasonably able to be completed within twelve (12) months of the Injury, the reason why the sequence of medical treatment cannot be so completed;
- v) the earliest date by which any treatment referred to in (d)(i) above can reasonably be completed by the Insured Person;

the standard 12-month benefit period will be extended to no later than the date referred to in (d)(v). During this extended benefit period, further Non-Medicare Medical Expenses incurred in respect of the treatment detailed in (d)(i) will be reimbursed subject to the remaining provisions of this Policy applicable to benefits under Section C-1. Non-Medicare Medical Expenses, and subject always to the percentages, excesses and monetary limits remaining for such expenses as specified in the Schedule.

12. WHERE an Insured Person undergoes surgical treatment for an Injury and such treatment is obtained via a publicly funded hospital service, then subject to the Insured Person submitting evidence confirming:

- (a) the nature of the necessary surgical treatment;
- (b) that the Insured Person is registered for a wait list to receive the surgical treatment from a publicly funded hospital service; and
- (c) that in the opinion of a Medical Practitioner the surgical treatment is medically necessary and directly related to the Injury;

then the standard 12-month benefit period provided under Section C-1. Non-Medicare Medical Expenses will be extended for a period of twelve (12) calendar months from the date on which the surgical treatment is received by the Insured Person. This extension is subject the Insured Person following medical advice from their Medical Practitioner for the duration of the extension period and remaining registered for the applicable waiting list described in (b) above until the surgical treatment detailed in paragraph (a) above is received. Non-Medicare Medical Expenses incurred during the extension period will be reimbursed subject to the remaining provisions of this Policy applicable to benefits under Section C-1. Non-Medicare Medical Expenses, and subject always to the percentages, excesses and monetary limits remaining for such expenses as specified in the Schedule.

GENERAL EXCLUSIONS:

We shall not be liable to pay for any claim arising directly or indirectly out of or in any way connected with:

1. the Insured Person being a pilot or crew member of any aircraft; and/or the Insured Person engaging in any aerial activity except as a passenger in a scheduled commercial flight;
2. a deliberate self-inflicted injury or suicide;
3. death, Injury, illness, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other contributing cause or event:

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

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(a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether War be declared or not), Civil War, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(b) any act of Terrorism.

For the purpose of this Exclusion

(i) **Terrorism** means an act or series of acts, including but not limited to the use or threat of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for, or in connection with, political, religious, ideological purposes, including the intention to influence any Government and/or to put the public in fear for such purposes;

(ii) **War** means a hostile conflict by means of armed forces carried on between opposing citizens of the same country or nation;

(iii) **Civil War** means a hostile conflict by means of armed forces carried on between opposing citizens of the same country or nation.

This Policy also excludes death, Injury, illness, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above events.

4. (A) 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;
(B) a nuclear or radioactive device whose destructive force employs or involves atomic or nuclear fission and/or fusion or other like reaction which occurs at a specific time and place during the period of insurance; OR
(C) any pathogenic, poisonous, chemical, biological, bio-chemical or radioactive materials;
5. pregnancy or childbirth or the complications thereof;
6. a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection;
7. any re-occurring injury of any kind, unless covered by Special Provision 4 (see page 19).
8. stress and/or anxiety related conditions, psychotic disorders, mental disorders, nervous disorders, including any neuroses and their psychological and/or psychosomatic manifestations except where they are caused solely and directly by an Injury and are independent of any other cause;
9. asbestos or any materials containing asbestos in whatever form or quantity;
10. any criminal or intentional illegal act of the Insured Person;
11. driving or riding a motor propelled vehicle whilst being under the influence of intoxicating liquor in excess of the legally prescribed limit applicable to the State or Territory in which the Accident occurred;
12. the use of any illicit drug, other than a drug administered by, or taken in accordance with the advice of a Medical Practitioner;
13. the Insured Person taking part in or training for any Professional Sports of any kind.

PROHIBITED BENEFITS

We shall not be liable to pay any benefit which is in any way prohibited by any Government legislation, as existing or amended, including without limitation, the National Health Act 1953 (Cth).

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

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AGE LIMITATION

We shall not be liable for any Insured Event which happens to an Insured Person unless at the date of such Insured Event, the Insured Person is over the age of five (5) and is under seventy years (70), (unless otherwise stated in the Schedule).

GENERAL CONDITIONS

(If You do not comply with these conditions We may be able to reduce or refuse to pay a claim)

1. COMPLIANCE WITH TERMS AND CONDITIONS

We will only cover an Insured Person:

- (i) if they have complied with the terms and conditions of the Policy;
- (ii) subject to Our rights in relation to the Insured applying to any claim made by the Insured Person;
- (iii) subject to the Insured paying or agreeing to pay the Premium We require for the relevant Insured Person.

2. FRAUDULENT CLAIMS

If any claim involves fraud in any respect or if any fraudulent means or devices are used by the Insured Person or the Insured, any other claimant or anyone acting on their behalf, to obtain any benefit under the Policy, then any amount payable in respect of such claim will be forfeited.

3. POLICY RENEWAL

This Policy may be renewed and/or amended with Our consent at the end of the Period of Insurance for a further term, by payment of the Premium in advance at Our premium rate in force at the time of renewal.

4. CANCELLATION

Subject to the cooling off period specified in the important information section (see page 6):

- (i) this Policy may be cancelled by You at any time by giving Us written notice, in which case We will retain a proportion of the Premium calculated on a pro-rata basis for the time this Policy has been in force;
- (ii) We may cancel this Policy in accordance with the provisions of the Insurance Contracts Act 1984 (as amended). If We cancel the Policy, We shall refund a proportion of the Premium paid calculated by reference to the unexpired Period of Insurance.

5. PROOF OF LOSS

Written Proof of Loss must be furnished to Us in case of claim for loss for which this Policy provides any periodic payment contingent upon continuing loss within ninety days after the date of such loss and in the case of any other claim for loss within ninety days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give such proof within such time, provided such proof is furnished as soon as is reasonably possible and in no event except in the absence of legal capacity, later than one year from the time proof is otherwise required.

6. TIME OF THE PAYMENT OF CLAIM

Compensation payable under this Policy for any loss other than loss for which this Policy provides periodic payment will be paid upon receipt of due written Proof of Loss and Our acceptance of the claim. Subject to Proof of Loss being provided to Us, all accrued compensation for loss for which this Policy provides periodic payment

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

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will be paid monthly, and any balance remaining unpaid upon the termination of liability will be paid upon receipt of Proof of Loss.

7. SUBROGATION

We have the right to commence or take over legal proceedings in the name of any person covered under the Policy for the defence or settlement of any claim, or to sue or prosecute any other party to recover any monies payable by them at law. You and the Insured Person must not take any action to prejudice any such right of recovery and must co-operate and do all things necessary to enable the recovery action to be prosecuted.

8. CLAIM PROCEDURE:

- (i) Written notice of claim and supporting medical evidence in the form required by Us, must be given to Us within 30 days of the occurrence of any event or as soon thereafter as is reasonably possible at the following address:-

Mr. Shane Cornford –Claims Manager
SLE Worldwide Australia Pty Limited
Level 15
45 Clarence Street
Sydney NSW 2000

- (ii) Upon receipt of a notice of claim, We will provide You with Our usual claim form for completion. We will not be liable to make any payment under this Policy unless the claim form is properly completed and all documentation reasonably required by Us has been furnished at the expense of You or the Insured Person and be in such nature as We may require. Original documents must be produced unless otherwise agreed by us
- (iii) We may have the Insured Person medically examined at Our expense when and as often as We may reasonably require after a claim has been made, or arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.
- (iv) Compensation will be paid as soon as We have investigated and verified the information supplied and satisfied Ourselves that the claim falls within the terms of the Policy.
- (v) The Insured Person must as soon as possible after the happening of any Injury giving rise to a claim under this Policy obtain and follow proper medical advice from a Medical Practitioner.
- (vi) Upon production of appropriate monthly medical certificates from a Medical Practitioner all compensation as a result of Temporary Total Disablement will be paid monthly in arrears.

9. LEGAL ACTIONS

No action at Law or in equity shall be brought to recover on this Policy prior to the expiration of sixty days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years after the time written Proof of Loss is required to be furnished.

10. SERVICE OF SUIT CLAUSE

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

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- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

*Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000*

who has authority to accept service on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

11. ASSIGNABILITY

This Policy and any rights hereunder shall not be assignable without Our prior written consent.

12. CONSTRUCTION

The titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.