



# **Personal Accident & Sickness Insurance Dance and Performing Arts**

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**Product Disclosure  
Statement and Policy wording**

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## PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement is effective 1 December 2012.

### About this Product Disclosure Statement

A Product Disclosure Statement (PDS) is a document required by the *Corporations Act 2001* (Cth) and contains information designed to help You decide whether to buy the Policy.

This PDS sets out the cover available and the terms and conditions which apply. You need to read it carefully to make sure You understand it and that it meets Your needs.

This PDS, together with the Policy Wording and The Schedule and any written endorsements by us make up Your contract with the Insurer. Please retain these documents in a safe place.

### Understanding the PDS and its important terms and conditions

To properly understand this PDS' significant features, benefits and risks, You need to carefully read:

- About types of cover and benefits in the "Summary of Benefits" page 12 and the relevant sections of the PDS applicable to the cover You choose - including any endorsements We may have agreed to include. Please remember certain words have special meanings – see "Words with Special Meanings" page 10;

When "We Will Not Pay" a claim under each Section of "Policy Cover" and "General Exclusions Applicable to all Sections" page 14 this restricts the cover and benefits)

- "Claims Conditions" page 15 (this sets out certain obligations that You and We have. If You do not meet them We may refuse to pay a claim).

### About the available cover

The following contained in this PDS provide a general summary of the cover and its purpose. The cover is provided only if specified as applicable in the Schedule. Certain terms used in this summary are defined in the Policy. Please refer to the relevant Parts of the Policy for these definitions.

#### Cover

We will pay agreed lump sums or weekly benefits if a Covered Person suffers from an Event included in the

Policy Schedule as a result of a Bodily Injury or Sickness. A number of additional benefits may also be payable under the additional cover provided.

The cover in the Policy is subject to certain terms, conditions and exclusions (including limits and excesses). For example:

- A Covered Person is not covered in relation to covered events that occur before they become a Covered Person or after they cease to be a Covered Person;
- We only pay up to the agreed limits specified in the Policy;
- We will only cover Events which occur within twelve (12) months of the Bodily Injury or from the date of the first manifestation of the Sickness;

### What We will not pay

- We will not pay any benefits with respect to any loss, damage, liability, Event, Bodily Injury or

Sickness which would be covered under the *Health Insurance Act 1973* (Cth) and/or the *Private*

*Health Insurance Act 2007* (Cth) and/or the *National Health Act, 1953* (Cth) and which would result in Us contravening the *Health Insurance Act 1973* (Cth) and/or the *Private Health Insurance Act 2007* (Cth) and/or the *National Health Act, 1953* (Cth).

We will not pay for Bodily Injury or Sickness resulting from: suicide or attempted suicide, being under the influence of alcohol or drugs, mental sickness, driving or riding in any kind of race, hazardous sports or engaging in naval, armed forces, air force or other military services or operations, war, terrorism, AIDS or for any gradually developing bodily deterioration as a result of medical or surgical procedure performed on You.

The above is a general summary of the cover only, does not form part of the Policy and cannot be relied upon as a full description of the cover provided.

**Please refer to the Policy Wording for the full Terms, Conditions and Exclusions of the Policy.**

### About Your premium

Your premium is calculated taking into account many and varied risk factors. It is payable annually or by instalments in some circumstances.

Your total premium includes all Government charges that are shown separately on The Schedule.

Premium rates may be changed only on renewal of the Policy. You will be given at least 14 days notice prior to the annual expiration date of the Policy of the renewal terms.

### **Taxation**

All Government Taxes and charges are shown separately on The Schedule. Details about the GST are shown in the Policy Wording.

### **About Us and the Insurer**

This insurance is underwritten by Sportscover Syndicate 3334 at Lloyd's (The Insurer).

Sportscover Australia Pty Ltd has been authorised by Syndicate 3334 to act on their behalf in all matters pertaining to underwriting and the handling and settling of claims.

### **Excess Period/Excess Payable**

In some circumstances, You will not be entitled to receive any payment until an Excess Period has expired. The Excess Periods are described in the Policy and shown on The Schedule.

In some circumstances You will also be required to contribute to Your claim. The excess payable is described in the Policy and shown on The Schedule.

### **Cooling-off Period**

If You decide this Policy does not meet Your needs You are entitled to cancel this Policy prior to the expiration of 14 days from the earlier of:

- The date You received confirmation of the insurance transaction; or
- The end of the fifth day after the Policy was issued to You.

A full refund of premium You have paid will be made to You (inclusive of Government Taxes and charges) unless a claim has been made under this Policy.

The Policy may also be cancelled at other times in accordance with the terms shown in the Policy.

### **Your Duty of Disclosure**

#### **The things You need to tell Us**

Before you enter into this Policy, the *Insurance Contracts Act 1984* (Cth) requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your Policy. You will be asked various questions when you first apply for your Policy. When you answer these questions, you must:

- give us honest and complete answers;
- tell us everything you know; and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

If you vary, extend, reinstate or replace your Policy your 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 your Policy.
- You do not need to tell us about any matter that:
- diminishes our risk;
- is of common knowledge;
- we know or should know as an insurer; or
- we tell you we do not need to know.

### **Who Does The Duty Apply To?**

Everyone who is insured under the Policy must comply with the duty of disclosure.

### **What Happens If You Breach The Duty?**

If You do not comply with Your duty of disclosure, we may cancel the Policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the Policy as if it never existed and pay nothing.

### **How to Make a Claim**

If You wish to make a claim please contact Us on 1300 134 956 or send all Your claim details to:

Sportscover Claims  
Locked Bag 6003  
Wheelers Hill  
Victoria  
Australia, 3150

### **Dispute Resolution**

We will do everything possible to provide a high quality service to You. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to question or draw to Our attention.

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We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaint within 15 working days.

If You would like to make a complaint or access Our internal dispute resolution service please contact Your nearest Sportscover office and ask to be referred to Our dispute resolution department or contact Us on [www.sportscover.com](http://www.sportscover.com)

### **Updating the PDS**

We may need to update this PDS from time to time if

certain changes occur where required and permitted by law. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting us by using our contact details on the back cover of this PDS.

Please note that we may also choose to issue a new PDS or a supplementary PDS in other circumstances.

### **Applying for cover**

#### **How to Apply for Insurance**

Complete the application form and forward it to Dancesurance International's address on the application form.

If Your application is accepted, We will send You a schedule that sets out details of the insurance You have taken out. Please keep the PDS, the Policy Wording and attach The Schedule to it.

This PDS sets out the cover We are able to provide You with. You need to decide if the benefit limit, type and level of cover are appropriate for You and will cover Your potential loss.

If You have any queries or wish to obtain further information on the Policy, please contact your Broker or Sportscover Australia Pty Ltd.

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## Policy Terms and Conditions

This part of the document contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy.

In addition to the Policy You will be given a Schedule. The Schedule sets out the specific terms applicable to Your cover and should be read together with these Policy Terms and Conditions.

The Policy Terms and Conditions and The Schedule We send to You form Your legal contract with Us so please keep them in a safe place for future reference.

If You require further information about this product, please contact Your Broker or [www.sportscover.com](http://www.sportscover.com).

## Your Duty of Disclosure – The things You need to tell Us

Under the *Insurance Contracts Act 1984* (The Act), You have a Duty of Disclosure. You are required before You enter into, renew, vary, extend or reinstate Your Policy, to tell Us everything You know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to Our decision whether to insure You, and anyone else to be insure under the Policy, and if so, on what terms.

- **You do not have to tell Us about any matter**
  - that diminishes the risk
  - that is of common knowledge
  - that We know or should know in the ordinary course of Our business as an insurer, or
  - which We indicate We do not want to know.
- **If You do not tell Us**
  - If You do not comply with Your Duty of Disclosure We may reduce or refuse to pay a claim or cancel Your Policy. If Your non-disclosure is fraudulent We may treat this Policy as never having worked.

## Code of Practice

This Policy is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to Us in the first instance. If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

Lloyd's Underwriters' General Representative in Australia

Suite 2, Level 21

Angel Place

123 Pitt Street

Sydney NSW 2000

Telephone Number: (02) 9223 1433

Facsimile Number: (02) 9223 1466

Who will refer Your dispute to the Complaints Department at Lloyd's.

If Your dispute remains unresolved You may be referred to the **Financial Ombudsman Service Limited** under the terms of the General Insurance Code of Practice. For other disputes You will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above

The Underwriters accepting this Insurance agree that:

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- (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;
  - (ii) 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  
Angel Place  
123 Pitt Street  
Sydney NSW 2000  
  
who has authority to accept service and to appear 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.

## Dispute Resolution

We will do everything possible to provide a high quality service to You. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to question or draw to Our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaint within 15 working days.

If You would like to make a complaint or access Our internal dispute resolution service please contact Your nearest Sportscover office and ask to be referred to Our dispute resolution department or contact Us on

[www.sportscover.com](http://www.sportscover.com)

## Insurer

The Policy is underwritten by Syndicate 3334 at Lloyd's (Sportscover), registered address in Australia is 271-273 Wellington Road, Mulgrave VIC 3170.

This is to certify, that in accordance with the authorisation granted under the contract number specified on the Schedule, Syndicate 3334 at Lloyd's have agreed to insure You, in accordance with the terms and conditions of this Policy.

You or Your representative can obtain further details of Syndicate 3334 by requesting them from Us.

In accepting this insurance, We have relied on the information and statements that You have provided on the Application Form (or Declaration). You should read this Policy carefully and if it is not correct contact Us.

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## 1. Our agreement with You

This Policy is a legal contract between You and Us. You pay Us the premium, and We provide You with the cover You have chosen as set out in The Schedule and wording for events occurring during the Period of Insurance shown on Your Schedule or any renewal period.

The amount of any Excess that applies to Your Policy will be shown on Your Schedule.

The exclusions in the section(s) headed 'When You are not covered' and conditions in the section(s) headed 'General Conditions' apply to this Policy.

### Your Policy

Your Policy consists of the Policy Terms and Conditions in this document and The Schedule You receive.

Please read Your Policy carefully, and satisfy yourself that it provides all the cover You require.

If You want more information about any part of Your Policy, please call Your broker or contact Us via [www.sportscover.com](http://www.sportscover.com)

It is an important document and You should keep it in a safe place with all other papers relating to this insurance.

### Excess

In some circumstances, You will not be entitled to receive any payment until an Excess Period has expired. The Excess Periods are described in the Policy and shown on The Schedule.

In some circumstances You will also be required to contribute to Your claim. The excess payable is described in the Policy and shown on The Schedule.

For the purpose of this condition the term "claim" shall be understood to mean any and all claims which are within the scope of this Policy and which arise by reason of the same act, error or omission.

### Other interested parties

You must tell Us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if You have told Us about them and We have noted them on Your Schedule.

### Paying Your Premium

You must pay Your premium prior to the commencement of this Policy or by the due date. If We do not receive Your premium by this date or Your payment is dishonoured this Policy will not operate and there will be no cover.

### Preventing Our right of recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any loss, damage or liability which is covered by this Policy, We will not cover You under this Policy for that loss, damage or liability.

### Fraudulent Claim

If the Insured shall make any application for indemnity under this Policy knowing that such application for indemnity is false or fraudulent, the Insured's right to indemnity in respect of such Claim shall be void.

### Subrogation

We may, at Our discretion undertake in Your name and on Your behalf, control and settlement of proceedings for Our own benefit in Our name to recover compensation or secure indemnity from any party in respect of anything covered by this Policy. You are to assist and permit to be done, all acts and things as required by us for the purpose of recovering compensation or securing indemnity from other parties to which We may become entitled or subrogated, upon us paying Your claim under this Policy regardless of whether We have yet paid Your claim and whether or not the amount We pay You is less than full compensation for Your loss. These rights exist regardless of whether Your claim is paid under a non-indemnity or an indemnity clause of this Policy.

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## Recovery

We will apply any money We recover from someone else under a right of subrogation in the following order:

1. To us, Our administration and legal costs arising from the recovery.
2. To us, an amount equal to the amount that We paid to You under the Policy.
3. To You, Your uninsured loss (less Your excess).
4. To You, Your excess.

## Other Insurance

If any loss, damage or liability covered under this Policy is covered by another insurance Policy, You must give us details. If You make a claim under one insurance Policy and You are paid the full amount of Your claim, You cannot make a claim under the other Policy.

If You make a claim under another insurance Policy and You are not paid the full amount of Your claim, We will make up the difference. We may seek contribution from Your other Insurer. You must give us any information We reasonably ask for to help us make a claim from Your other Insurer.

If another Policy is held with Sportscover paying similar benefits or compensation, the maximum We shall pay in the event of any one claim will be the higher of the Policy limits under those policies but shall only be payable once.

## Currency

All premiums and Claims (if any) are payable at the place and in the currency of the country where the Policy was issued.

## Proper Law of the Policy

This insurance shall be governed by the law of the territory, state or country in which the Policy was issued and whose courts shall have jurisdiction in any dispute arising hereunder. For the purpose of this condition the place of issue in The Schedule shall be conclusive.

## Cancellation

This Policy may be cancelled at any time at the request of the Insured in which case We will retain premium calculated at Our short period rate for the time the Policy has been in force. We shall not make any refund to You if any claims have been paid under the Policy. We may cancel this Policy in accordance with the *Insurance Contracts Act 1984* (as amended).

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## 1 INSURING AGREEMENT

If You suffer Bodily Injury or Sickness within the Period of Insurance noted on Your Policy Schedule We shall, subject to the terms and conditions set out below, including in particular the Exclusions, and receipt by Us of the Premium(s), pay The Compensation as stated in Your Policy Schedule.

### Exposure

If any of the Events listed in The Benefits - Section A or B, occurs as the result of unexpected exposure to the elements following a Bodily Injury, We will assume that You have sustained Bodily Injury as defined and will pay The Compensation specified for such Event.

### Disappearance

If Your body has not been found within one year after the first anniversary of the date of Your disappearance, or within one year after the first anniversary of the date of Your disappearance due to sinking or wrecking of the conveyance in which You were travelling at such date, We will assume that You died as the result of Bodily Injury and will pay The Compensation specified under Death as noted within this Policy.

## 2 WORDS WITH SPECIAL MEANINGS

Throughout the Policy there are words that have special meanings. These words are:

**Act of Terrorism** means any actual or threatened act of any person acting individually or on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto, and/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organisation with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where We allege that by reason of the Exclusion any loss is not covered by this Policy the burden of proving that such loss is covered shall be upon You.

**Benefit Period** means the total period for which Compensation will be payable under this Policy in respect of all temporary Total Disablement.

**Bodily Injury** means a physical injury caused by sudden, violent, external and visible means which occurs fortuitously whilst this insurance is in force (being after the commencement of the Period of Insurance) and which results solely directly and independently of any pre-existing condition or other cause in any of the Events specified in the Policy within 12 calendar months from the date of its occurrence.

**Compensation** means The Compensation as noted in Section 4 – The Benefits.

**Excess Period** means the period commencing with the first day of Total Disablement for which medical treatment was sought in respect of Bodily Injury or Sickness and for which no Compensation is payable.

**Income** means

If You are a salaried employee, Your gross weekly rate of pay prior to deduction of income tax earned from personal exertion excluding bonuses, commission, overtime or allowances averaged over the 12 months prior to the Bodily Injury or averaged over a shorter period if You have been in that role for less than 12 months;

If You are on a Total Employment Cost (TEC)/Package basis, Your average gross weekly value of the package including but not limited to items such as wages, vehicle costs, subscriptions, fees and travel allowances before income tax but excluding bonuses, commission, overtime or other allowances;

If You are self-employed, Your gross weekly income earned from personal exertion after the deduction of all expenses necessarily incurred in earning that income, averaged over the 12 months prior to the Bodily Injury or averaged over a shorter period if You have been in that role for less than 12 months.

Notwithstanding the aforementioned, any amount for which You are entitled to by way of sick leave, payments from any legislation (including Social Welfare legislation) or any other Policy of insurance shall be deducted from the amount so calculated.

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**Medical Practitioner** means a duly qualified and suitably registered medical professional who is not related to You by blood or marriage.

**Paraplegia** means paralysis of both lower limbs following Bodily Injury.

**Permanent** means lasting twelve calendar months and, at the expiry of that period, being beyond hope of improvement.

**Period of Insurance** means the period specified in Your Policy Schedule, or any subsequent period in respect of which You shall have paid and We shall have accepted the Premium required for the renewal of this Policy.

**Pre-existing Condition** means any condition that You had prior to the original commencement date of the Policy with Us.

**Quadriplegia** means paralysis of the entire body below the neck following Bodily Injury.

**Sickness** means sickness or disease contracted whilst the Policy is in force (being after the commencement of the Period of Insurance) and which results solely and directly and independently of any other cause in Total Disablement, provided such Total Disablement occurs during the Period of Insurance and continues for a period of not less than the Excess Period from the date of commencement of medical treatment by a Medical Practitioner.

**The Insurer** means Syndicate 3334 at Lloyd's (Sportscover).

**Total Disablement** means that as a result of Bodily Injury or Sickness You are wholly and continuously prevented from engaging in Your usual business, profession, or any other occupation for which You are reasonably qualified by experience, education or training, and are under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner other than Yourself.

**War** means war (whether declared or not), invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riots, strikes, civil commotion, rebellion, insurrection, or military or usurped power, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.

**We, Us, Our** means Sportscover Australia Pty Ltd under an authority from The Insurer.

**You, Your, Yourself, Policyholder** means the Person named in the Policy Schedule.

### 3 GENERAL CONDITIONS

- 3.1 Any fraud, misstatement or concealment, either in the proposal or in relation to any other matter affecting this insurance, shall entitle Us to render this insurance null and void and any monies which have been paid by Us to You must be repaid in full immediately.
- (i) This Policy will be governed, construed and be subject to Australian law and practice and subject to the jurisdiction of the Courts in the Commonwealth of Australia;
- 3.2 You must be a resident of Australia or New Zealand and You must not have resided outside Australia or New Zealand for more than 185 consecutive days immediately prior to any loss that may give rise to a claim under this Policy.
- 3.3 We shall not provide any cover nor shall We be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### 4 THE BENEFITS

#### Section A – Loss of Income

Benefits under this section are only payable for Loss of Income related to Dance and Performing Arts instruction, teaching and performing. Benefits for any other occupation or income source are not provided.

#### The Events

#### The Compensation

Bodily Injury or Sickness, as defined, resulting in temporary Total Disablement	During such Total Disablement the amount per week specified in the Policy Schedule or 85% of Income as defined whichever is the lesser. Entitlements under this section do not commence until the expiry of the Excess Period.  Subject to Special Provision – 6.5
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#### Section B - Capital Benefits

#### The Events

#### The Compensation

<b>1</b>	Death (limited to 20% of the Capital Benefit in The Schedule for Insured Persons under 18 years of age)	100%
<b>2</b>	Permanent Quadriplegia	100%
<b>3</b>	Permanent Paraplegia	100%
<b>4</b>	Permanent total loss of sight	two eyes 100% one eye 50%
<b>5</b>	Permanent total loss of hearing	two ears 75% one ear 25%
<b>6</b>	Permanent total loss of use of	two arms 75% one arm 35%
<b>7</b>	Permanent total loss of use of	two legs 75%

		one leg	35%
<b>8</b>	Permanent total loss of use of	two+ fingers	40%
		two fingers	14%
		one finger	4%
		one thumb	5%
<b>9</b>	Permanent total loss of use of	two+ toes	40%
		two toes	14%
		one toe	4%
<b>10</b>	Permanent total loss of	two kidneys	75%
		one kidney	30%
		spleen	25%
		liver	70%
		two testicles	40%
		one testicle	6%
		sexual function	45%
<b>11</b>	Total & permanent	Disfigurement	up to 45%
		shortening of leg	7%

For the purposes of this [Event 11](#) only, Disfigurement means disfigurement that extends to more than 20% of the entire external body. The total percentage paid to be at Our sole and absolute discretion.

- |           |  |           |
|-----------|--|-----------|
| <b>12</b> | Any permanent total disability or permanent total loss of use of any body part not shown above will be compensated at a percentage of the Capital Benefit as determined at the sole and absolute discretion of the underwriters. Such determination will not be inconsistent with the benefits provided under <a href="#">Events 4-11</a> inclusive. | up to 90% |
| <b>13</b> | Becoming HIV positive but cover for this Event is only provided if the infection was as a direct result of playing or participating in the Sport nominated in The Schedule.  | 10%       |
| <b>14</b> | Actual Non Medicare Medical Expenses incurred following Accidental miscarriage or premature child birth up to max 26 weeks of pregnancy.   | up to 5%  |

Cover for this Event is only provided if the miscarriage or childbirth was as a direct result of playing or participating in the Sport nominated in The Schedule

[Event 14](#) is subject to deduction of the Excess specified in The Schedule for Medical Benefits

## **5 SPECIAL PROVISIONS**

- 5.1 The Compensation payable for Death shall be payable to Your estate; any other Compensation payable under the Policy shall be payable to You.
- 5.2
- a) Compensation shall not be payable for more than one of the Events listed in The Benefits - Section B in respect of the same Bodily Injury.
  - b) Should You sustain Bodily Injury which results in either Quadriplegia or Paraplegia there shall be no further liability under the Policy for Bodily Injury sustained thereafter.
- 5.3 Provided always that if You become entitled to Compensation under any one of the Events listed in The Benefits - Section B (other than Death) You may elect to receive Compensation either under that Event or under Events listed in The Benefits - Section A.
- 5.4 Compensation shall not be payable:
- a) For more than one of Bodily Injury or Sickness in respect of the same period of time.
  - b) In excess of the Benefit Period shown against such Events in respect of any one Bodily Injury or Sickness in respect of The Benefits – Section A.
  - c) Unless You shall as soon as possible after the happening of any Bodily Injury or Sickness giving rise to a claim under the Policy procure and follow proper medical advice from a Medical Practitioner.
  - d) Compensation under The Benefits - Section A shall not be payable beyond the date You attain age 70 or Your normal retiring age whichever is the earlier.
- 5.5 The Compensation payable under The Benefits - Section A shall be limited to the amount insured or 85% of Your weekly Income whichever is the lesser. If You are entitled to receive disability benefits under any workers' compensation (or like programme) or road transport Act or ordinance or any legislation having a similar effect, in respect of the same Bodily Injury or Sickness, then the Compensation payable under The Benefits - Section A shall be reduced by the amount necessary to limit the total of all such payment and/or compensation to 85% of Your Income.
- 5.6 If, as a result of Bodily Injury or Sickness, Compensation is payable under The Benefits - Section A and if, whilst the Policy is in force, You suffer recurrence of Total Disablement from the same or related cause or causes, the subsequent period of Total Disablement will be deemed a continuation of the prior period unless between such periods You have performed the duties of Your occupation on a full-time basis for at least six consecutive months, in which event such Total Disablement shall be deemed the result of a new Bodily Injury or Sickness and subject to a new Excess Period and Benefit Period.

## **6 EXCLUSIONS – WHAT WE WILL NOT PAY FOR**

We will not be liable for Bodily Injury or Sickness directly or indirectly resulting from:

- 6.1 Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or Your own criminal act, or being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of Bodily Injury).
- 6.2 Driving or riding in any kind of race, or taking part in hazardous sports or engaging in naval, armed forces, air force or other military services or operations.
- 6.3 War.
- 6.4 Death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Furthermore this Policy also excludes death, injury, illness, loss, damage, cost or expense of whatsoever 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 any Act of Terrorism.

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- 6.5 Any Pre-existing Condition. However this exclusion shall not apply in respect of any Bodily Injury that arises from a Pre-existing Condition if You have been insured under this Policy for 24 consecutive months.
  - 6.6 Your engaging in air travel except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
  - 6.7 All claims arising out of unreasonable failure to seek or follow medical advice.
  - 6.8 Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
  - 6.9 Ionising radiation or radioactive contamination, nuclear, chemical or biological contamination.
  - 6.10 Contracting a sexually transmitted disease, pregnancy, childbirth, miscarriage, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.
  - 6.11 Any medical or surgical procedure performed on You for any gradually developing bodily deterioration whatever the cause of that deterioration.
  - 6.12 Any claim that would result in Us contravening the *Health Insurance Act 1973 (Cth)* (as amended and may be further amended from time to time) and/or the *Private Health Insurance Act 2007 (Cth)* (as amended and may be further amended from time to time) and/or the *National Health Act 1953 (Cth)* (as amended and may be further amended from time to time).
  - 6.13 Loss of Income or benefits from any occupation, revenue or money earned other than Dance and Performing Arts Instruction and Teaching.

## **7 CLAIMS CONDITIONS**

- 7.1 Written notice must be given to Us within 30 days (or as soon as reasonably thereafter) of becoming aware of any incident which causes or may cause Total Disablement, Paraplegia or Quadriplegia and, if applicable, You must, as early as possible, place Yourself under the care of a Medical Practitioner.
- 7.2 Written notice must be given to Us as soon as reasonably practicable in the event of Your death resulting from or alleged to have resulted from a Bodily Injury.
- 7.3 No claim will be accepted under this Policy by Us until We have received a completed claim form together with satisfactory medical evidence, proof of age and occupation, employer's certificates and such other documents We may reasonably require which will enable Us to fully consider Your claim.
- 7.4 If the consequence of a Bodily Injury or Sickness shall be aggravated by any condition of physical disability or illness that You had which existed before the Bodily Injury or Sickness occurred, the amount of any Compensation payable under this Policy in respect of the consequences of the Bodily Injury or Sickness shall be the amount which it is reasonably considered could have been payable if such consequences had not been so aggravated.
- 7.5 In event of a claim under this Policy, You shall allow all medical records, notes and correspondence referring to the claim or related pre-existing conditions to be made available on request, in accordance with all statutory provisions relating to access medical records, to the medical adviser appointed by Us or on Our behalf (at Our own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of You.
- 7.6 Once We have accepted any claim under this Policy We will pay any Compensation as follows:
  - a) In respect of Total Disablement, monthly following receipt of medical certificates from Your Medical Practitioner confirming Total Disablement;
  - b) In the Event of Your Death, upon receipt of the Death Certificate;
  - c) In the Event of Quadriplegia or Paraplegia, upon receipt of medical reports confirming the Quadriplegia or Paraplegia is Permanent.
- 7.7 All temporary Total Disablement benefits shall cease on Your Death.
- 7.8 The maximum amount payable for Total Disablement shall not exceed 85% of Your Income, less benefit from any other insurance Policy or benefits paid to You by an employer. Proof of net Income may be required from an independent and qualified third party. In the event the amount payable exceeds the aforesaid limit then any claim shall be evaluated upon 85% of Your Income.

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- 7.9 Odd days of amounts payable will be calculated at one seventh of The Compensation in respect of The Benefits – Section A. The Compensation in respect of The Benefits – Section A will only be payable in respect of complete days of Total Disablement.
  - 7.10 During the currency of the claim You must continue to pay any relevant Premiums (and taxes or levies if relevant) as originally stated in the Policy Schedule if and when they fall due.
  - 7.11 Compensation shall not be payable for more than one of Bodily Injury or Sickness in respect of the same occurrence or period of time.
  - 7.12 Compensation shall not be payable under more than one of The Benefits resulting from any further occurrence whilst there is an existing entitlement for Compensation.
  - 7.13 Compensation shall not be payable unless You shall as soon as possible after the happening of any occurrence obtain and follow proper medical advice from a Medical Practitioner.
  - 7.14 Compensation shall not be payable for any period after Your Medical Practitioner, or any Medical Practitioner We may appoint, confirms You are able to return to work.
  - 7.15 Compensation shall not be payable for which Government funded benefits or other benefits can be claimed.
  - 7.16 Compensation shall not be payable if You are entitled to receive any payments or benefits as a result of the Bodily Injury or Sickness suffered, from any source whatsoever.
  - 7.17 We will at Our own expense have the right and opportunity to examine You when and as often as We may reasonably require during the period of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

## **8 CANCELLATION PROCEDURE**

- 8.1 This Policy may be cancelled at any time at Your request in which case We will retain premium calculated at the short period rate for the time the Policy has been in force less Our administration fee. This calculation shall be made on a pro-rata basis. We may cancel this Policy in accordance with the *Insurance Contracts Act 1984* (as amended and may be further amended from time to time).
- 8.2 If however You request the cancellation of this Policy and We have been notified of a Claim or pending Claim against this Policy, We will retain 100% of the premium paid.

## **9 CLAIMS PROCEDURE**

- 9.1 If You or an Insured Person wishes to make a claim, either contact the Intermediary who arranged this Insurance for You or contact Sportscover Australia Pty Ltd (as per the address below). When submitting the claim form You must give Your Policy reference. Please note that if medical treatment has been received, You or the Insured Person must obtain medical certificates showing the nature of the Bodily Injury. All circumstances that are likely to give rise to a claim under this Policy should be notified within thirty (30) days after the Occurrence (or as soon as reasonably practicable thereafter).