



# Personal Accident or Personal Accident and Sickness

Product Disclosure Statement  
and  
Certificate Wording

Version Number 011005

*providing first class insurance solutions ...*

SRS Underwriting Agency Pty Ltd

AFSL 290518  
ABN 89 113 929 516

**Brisbane:** Level 6, 200 Mary Street  
Brisbane Qld 4000

GPO Box 1635  
Brisbane Qld 4001

Phone: +61 7 3002 3000  
Fax: +61 7 3002 3077

**Sydney:** Level 3, 77 King Street  
Sydney NSW 2000

GPO Box 4431  
Sydney NSW 2001

Phone: +61 2 9323 5000  
Fax: +61 2 9323 5007

**Melbourne:** Level 10, 520 Collins Street  
Melbourne Vic 3000

PO Box 230  
Collins Street West Vic 8007

Phone: +61 3 9810 0600  
Fax: +61 3 9810 0650

**Email:** [info@srs.com.au](mailto:info@srs.com.au)

**Web:** [www.srs.com.au](http://www.srs.com.au)

# Product Disclosure Statement dated 1 October 2005

## General Advice

Any advice that may be contained within this PDS does not take into account an individual's personal objectives, financial situation or needs. Each person, when considering if this product is appropriate, should decide if the limits, type and level of cover are suitable for their own individual circumstances. Your insurance adviser can usually assist you.

## The Insurance

This Certificate has 2 Sections of Cover. They are for:

1. Personal Accident
2. Personal Sickness

Your Insurance Adviser can provide you with further details to explain or advise on the cover, which applies to you. It may be Personal Accident only or Personal Accident and Sickness cover.

## The purpose of this Product Disclosure Statement (PDS)

This PDS is an important document.

It provides general information on this Insurance to assist you to compare our product and make an informed decision about this product.

You should also refer to our Certificate Wording which follows on from this PDS for a legal explanation of our cover, terms, definitions and limits and is to be relied upon when determining the cover provided.

This PDS is for the benefit of our Retail Clients as defined under Government legislation.

You should read this information before you make any decision in regards to this cover.

## How to arrange cover

Liaise with your insurance adviser. Complete our Proposal form and any associated forms. We will advise your insurance adviser of underwriter's terms and whether they are able to provide cover for you. They will advise you on the process to accept our offer.

When you apply for this insurance, we rely on the details you provide to us in our Proposal form as the basis of your application for insurance. We will use all the information you supply to decide on the cover and the terms of cover we are able to provide.

We provide cover for the insured person in accordance with the Certificate Wording and other documents including the most relevant Schedules of Cover that we issue to you which confirms the cover provided.

The Certificate of Insurance and Schedules of Cover will contain important information relating to your insurance, including the Period of Insurance, your premium, the cover and limits applying to particular covers, and whether any standard terms are varied by way of endorsement.

All of these documents, when read together, define the insurance cover we provide.

## Reading and storing your Insurance documents

It is very important that you read carefully and understand all documents you receive and keep them in a safe place for future reference.

## Contacting Us

You are represented by an insurance adviser, who deals directly with us. You should direct all of your correspondence to us through this adviser, as they are your Agent for this insurance. When we are dealing directly with you, for example with a claim, you may contact us as shown on our claim form or this wording. Information is also available for you on our website [www.srs.com.au](http://www.srs.com.au).

## Your Duty of Disclosure (page 2)

When we provide Insurance terms for you, whether for a new policy, renewal of a policy or changes to or reinstatement of your policy, we rely on the information you provide to us. You must tell us anything that you know, or should know, that could affect our decision in providing this insurance. Refer to our wording for further details on your Duty of Disclosure and our rights if you do not comply with your duty.

## Privacy

We handle your personal information with care. We collect this information about you so that we can provide you with insurance products and a claims service. You can access our Privacy Policy on our website or on request we can send a copy to you.

## If you have a dispute (page 2)

We have an Internal Dispute resolution process to assist you.

## General Insurance Code of Practice (page 3)

The General Insurance Code of Practice is a self-regulatory code that aims to raise the standards of practice and service in the insurance industry.

## Cooling off Period or early cancellation of cover (page 3 and 11)

If you decide that you do not require this policy, you may be able to cancel this policy and receive a refund.

You cannot return the policy if it has already expired or if you have made or circumstances have occurred where you may make a claim under the policy.

## Example of our Policy fee on cancellation calculations

If you take out this insurance and after the Cooling off Period you decide to cancel this insurance, we will refund to you the premium for the unexpired period but we will charge you a policy Cancellation fee equivalent to 20% of the amount of money we would normally refund. By way of example if the annual premium is \$400 and you cancel the policy after 4 months, the unexpired premium would be for 8 months being \$266.67. We would deduct a Cancellation fee of 20% of this being \$53.34 which provides a refund to you of \$266.67 less \$53.34 being \$213.34.

For the sake of simplicity, we have not considered stamp duty, GST and other government charges, which may apply. Where they are refunded to us by government, we pay you the full amount we receive.

## The Insurers

SRS Underwriting Agency is a trading entity of SRS Underwriting Agency Pty Ltd. This Agency is authorised by certain Underwriters at Lloyd's to represent them as the insurer as shown on the Schedule of Cover for the cover available under this insurance.

## Insurance costs and charges

Typical costs, fees and charges, payments referred to in this Insurance cover are set out below;

Premium	The amount of money you pay to the Underwriter for the Insurance cover
Stamp Duty	Statutory charges you pay us and we pay to the relevant Government Authority
GST	As a registered business with an ABN number and ITC entitlements you can claim your relevant percentage on your BAS
Brokers and or Agents fees and commissions	The amount of money paid to Insurance Intermediaries as a servicing fee to arrange this cover and for ongoing management costs.
Cancellation fee	If you cancel this cover before the normal expiry date of cover, we will charge you a Cancellation fee. The Cancellation fee does not apply if we elect to cancel this Policy. The fee is 20 % of the refund amount.
Excess period	Under Section 1 and 2, the period of time following an injury or sickness before we pay a weekly Benefit Amount. The Excess period is shown on your Schedule of Cover we issue to you. Your insurance broker will advise you of the excess period chosen when they provide a quote to you. The usual minimum period is 30 days from the date of injury or illness as confirmed by your doctor.

## Factors effecting the Premium you pay

Your exposure to risk directly effects the premium we charge you. We measure this exposure by considering;

- The number of persons covered by the policy
- The amount of cover you select and we provide
- The size of the excess which applies to claims
- The age of persons covered by the policy
- The risk of a claim from the work and pleasure activities you engage in
- Other risk information provided to us when this insurance is requested

## Goods and Services Tax

The amount payable by you for this Policy includes an amount for GST.

It is not usual for GST to be paid on benefits under the policy. If you are registered for GST, any payments we make which include an amount for GST will be reduced by an amount of any ITC which you or the insured person is entitled to in regard to those payments.

## Insured and Insured Person

We refer to both of these titles in our wording. The Insured is the person or entity in whose name we issue the policy and pay the benefit to. The Insured Person is the person about whom we pay the benefit. Often they are one and the same except for a group or scheme where there is more than one Insured Person on a policy arranged by an Insured.

## Group or Scheme Policies

If you are covered under this policy as a member of a group or as part of a scheme where there are a number of other Insured Persons, the limits of liability may have the effect of reducing the settlement amount each individual Insured Person may receive should there be multiple claims payable under the policy which would otherwise result in the aggregate limits of liability being exceeded.

These Group or Scheme Policies may contain non-standard benefits or options for Insured Persons.

The policy cover which applies to the Group or Scheme to which you belong, may include or exclude Sections or Parts of cover available under these policies. Your Insurance Adviser can provide you with further details to explain or advise on the cover which applies to your Group or Scheme.

**Definitions:** refer page 4 for a list of the words or phrases which have a specific meaning

## Section 1 Personal Accident Insurance: (page 6)

When we provide Personal Accident Insurance cover for you as the Insured Person, we are agreeing to provide a monetary benefit to you should you have an accident causing injury to yourself.

In Part1A, 1B and 1D of this insurance, we provide a lump sum benefit.

In Part 1D we provide a weekly Benefit Amount while you recover from your Injury.

The quote we provide and the cover selected by you influence the benefits we pay under Section 1.

When you cannot work, we usually pay you a weekly Benefit Amount of up to 85% of your usual Salary or a lesser amount if you have selected a lesser amount.

When you can only work part-time, we will pay a weekly Benefit Amount up to 25% of your usual weekly Salary if you elect not to work or else we pay you the gap amount between the Temporary Total Disablement benefit and the Salary you earn part time.

Benefits are usually paid monthly. The 85% and 25% amounts may vary and depend on the terms of the policy and cover you request and we issue to you.

We reduce the amount you can claim by any other benefits you are entitled to during this period even if you elect not to claim for such entitlements or your claim for them is not allowed because it is outside of the usual way or time in which you should apply.

If the Insured Person is entitled to a Benefit Amount under the Events of Part 1A, other than for Events 1, 2, 3 or 4 the Insured Person is also entitled to weekly Benefit Amounts under this Part 1C when we agree that they still medically qualify for a weekly Benefit Amount.

If the Insured Person is entitled to a weekly Benefit Amount and subsequently becomes entitled to a Benefit Amount under Events 1,2,3 or 4, all Benefit Amounts payable under weekly Benefit Amounts shall cease from the date of such other entitlement.

## **Section 2 Sickness Cover:** (pages 8)

When the policy provides this cover for you, we pay you a weekly Benefit Amount. We do not pay any benefit resulting from a Sickness which is in your body before we provided this cover to you.

When you cannot work at all, we usually pay you a weekly Benefit Amount of up to 85% of your **usual** weekly Salary or a lesser amount if you have selected a lesser amount.

When you can only work part-time, we will pay a weekly Benefit Amount of up to 25% of your usual weekly Salary if you elect not to work or else we pay you the gap amount between the Temporary Total Disablement benefit and the Salary you earn part time.

Benefits are usually paid monthly

The 85% and 25% amounts may vary and depend on the terms of the policy and cover you request and we issue to you.

We reduce the amount you can claim by any other benefits you are entitled to during this period even if you elect not to claim for such entitlements or your claim for them is not allowed because it is outside of the usual way or time in which you should apply

Surgery benefits for operations in Part 2 B Events 36 to 39, which are necessary following a Sickness, while you are outside of Australia, may also be covered.

### **Further information regarding either Section 1 or Section 2**

**With cover under both Personal Accident Insurance and Sickness Insurance there are additional cover benefits which apply, they are**

- Escalation of claim benefit which indexes the weekly Benefit Amount we pay by 5% after the first 12 consecutive months of weekly benefits
- Rehabilitation expenses where we may agree to pay for tuition and advice from a licensed vocational school
- Early Payment where we pay the first 10 weeks of weekly Benefit Amount in advance when the Doctor confirms to us that your claim for Temporary Total Disablement will be for a period in excess of 26 consecutive weeks .

### **Other important considerations include**

1. When we pay a weekly Benefit Amount, we usually pay up to a maximum of 104 weeks of benefit from the date of the accident or sickness. The policy schedule we issue to you will indicate if we have provided a shorter or longer period
2. We only pay a lump sum Benefit Amount for one Event if in an Accident your Injury results in several Events being involved. We pay the higher of the applicable Events for which you qualify
3. If we pay a 100 % Benefit Amount under an Event, cover under the policy ceases for all Events under that Part of the cover

### **Common exclusions to Section 1 and or 2**

Section 1 and or Section 2 of this insurance does not pay any benefit when the Injury or Sickness regardless of any contributory causes is directly or indirectly as a result of self inflicted causes or resulting from a criminal or illegal act, war risks, HIV or variances to that, alcohol or drug related matters, nuclear risks, terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, pregnancy or childbirth other than unexpected complications, pre- existing conditions of Injury or Sickness.

### **Other important considerations include**

1. Please read all information carefully to make sure that you understand the cover and limitations
2. You will need to specify which cover you require in discussing your requirements with your insurance broker. If you are unsure as to what your requirements are, or have any queries regarding completion of the Proposal form, please contact your Insurance Adviser
3. All cover is subject to the payment of premium and the terms, conditions and exclusions of the insurance we issue to you
4. Cover ceases when you attain the age of 65 years. However, if you have an active claim with us prior to attaining this age, your entitlement to claim continues
5. You must tell us about particulars of all other similar policies, cover, schemes or entitlements you have or have access to which can pay a similar benefit to you as this insurance
6. We do not provide cover for you when you claim for an injury, sickness, event or happening which relates to a time prior to when this insurance came in to effect
7. There are limits referred to as limit of liability and Air travel limit of liability (page 16) which define the upper limit for which this insurance will respond should several Insured Persons be covered and more than one are entitled to claim. Payments for claims to each Insured Person may be proportionately reduced so that the relevant payment limits of this insurance are not exceeded. The limits are usually \$2 million and \$1 million respectively. You should refer to our quote details to see if we have reduced these limits below the usual amount of the limits

### **Payment of Premium and Due Dates**

Unless we receive the premium due for this insurance by the due date it is to be paid to us, cover under this insurance will be cancelled and you will be uninsured

If you have a claim before this due date and premium is yet to be paid to us, then we would require payment of the premium before we would pay a claim.

### **This insurance can not pay a claim when**

- The cover, limits, exclusions or conditions of this insurance prevent us from doing so
- When the Accident, Sickness, event, loss, damage or expense is not covered by this insurance or the terms of the cover exclude, restrict or limit cover
- We may decline to pay a claim in accordance with our rights to do so
- A Benefit Amount is not payable for an Injury under the Sickness events
- A Benefit Amount is not payable for a Sickness under the Injury events

If something occurs which may result in a claim under this insurance, You must

- Contact us as soon as possible
- Seek advice from a doctor

In making a claim you agree to

- At any time, allow us to have you examined by a doctor of our choice

- Follow the direction and advice of the doctor or other professional advisers on medical and rehabilitation types of matters which we may agree to
- Provide to us all proof, information and assistance we request from you
- Allow us, at our direction, to seek recovery of any benefits paid to you where they are recoverable from other sources

We will

- Manage your claim on behalf of the insurers
- Liaise with you in the progress of this claim and your recovery
- If necessary require you to be evaluated by doctors to determine your medical status

We may refuse to pay a claim or reduce the amount We pay when

- The time of the Injury or Sickness is below the excess period of the cover for weekly Benefit Amount payments
- This insurance does not cover the circumstances of the Injury or Sickness
- We have a legal right to not pay

### **Obligations**

We provide insurance cover to you based on the information you provide to us. If circumstances change, which could result in an increase of risk to us in providing this insurance cover, you need to tell us about these changed circumstances

You should do this in writing when

- Complying with your Duty of Disclosure

Or advising us of

- Significant changes, to your activities or health or to the information provided to us
- Any pre-existing Injury, Sickness or condition likely to lead to a claim before you take out this insurance
- Any other insurance cover or arrangement which may provide similar cover in whole or part as this insurance
- All matters which may result in a claim against this insurance

Other obligations include, to

- Pay the premium and other amounts payable to us before the due date, otherwise cover ceases.
- Take all reasonable precautions to prevent or minimise Injury or Sickness
- Comply with the requirements of the cover as contained in your insurance Certificate documents

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## Important Information

### Your Duty of Disclosure

When We provide Insurance terms for You, whether for a new Certificate, renewal of a Certificate or changes to or reinstatement of Your Certificate, we rely on the information You provide to Us. You must tell Us anything that You know, or should know, that could affect

- Our decision to provide insurance to You or The Insured Person
- the amount of the Premium We charge You or
- whether We should impose special conditions to this cover.

You do not need to tell Us about anything which:

- Reduces the likelihood of a claim
- Is of common knowledge
- We know, or as an insurer should know
- We indicate that We do not want to know

What you must tell us

When answering our questions, you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the Certificate, and on what terms.

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the Certificate.

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Certificate. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Certificate as never having existed

### Need further Information

Your Insurance Adviser has arranged this insurance for You, on Your behalf. If You have any questions or need further information concerning Your insurances, You should contact them to assist You with Your enquiry.

### Reading & storing your Insurance documents

It is very important that you read carefully and understand all documents you receive and keep them in a safe place for future reference.

### Contacting Us

You are represented by an Insurance Adviser who deals directly with Us. You should direct all of Your correspondence to Us through this Adviser as they are Your Agent for this insurance. When We are dealing directly with You, for example with a claim, You may contact Us as shown on Our claim form or on the back page of this wording.

### Privacy

We handle Your personal information with care. We collect this information about You so that We can provide You with insurance products and a claims service. We only provide Your personal information to other Insurers, an Insurance Reference Service, assessors, surveyors or as required or permitted by law. Should a claim arise, We may provide information to and or collect further information about You from legal advisers or investigators. You may elect not to supply Us with personal information, however We may then not be able to process Your requests. You can access or update this information by contacting Us.

### If You have a dispute

If You are in dispute with a decision We make, a claim settlement, Our service, or the service of others We appoint to discuss insurance matters with You, We have an Internal Dispute resolution process to assist You. Contact Our office and ask for the Internal Dispute Resolution Officer. They will advise You on the procedure for You to follow to tell Us about the dispute.

They have the appropriate authority of management to discuss Your concerns and provide assistance to You.

If You are not satisfied with Our response, and wish to proceed with Your dispute or complaint, You may contact;

Lloyd's Australia Ltd  
Suite 2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000  
Telephone: 02 9223 1433  
Facsimile: 02 9223 1466

Lloyd's Australia Ltd offer a no cost to You service and are totally independent and impartial. They will advise You on how to proceed with them in this matter. If they are unable to assist You, they will promptly advise You.

If your dispute remains unresolved you will be referred to Insurance Ombudsman Service Pty Ltd 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.

**General Insurance Code of Practice**

The General Insurance Code of Practice is a self-regulatory code that aims to raise the standards of practice and service in the insurance industry. The Code applies to general insurers who write certain domestic and personal classes of insurance including home, motor, and personal accident and sickness insurance. The General Insurance Code of Practice describes standards of good practice and service to be met by General Insurance Companies. As part of Our commitment to serving You, We have adopted the Code of Practice. Further information on the Code is available from Us.

**Cooling off Period**

If you decide that you do not require this Certificate, you have fourteen (14) days from the earlier of, the date the Certificate was confirmed to you or from the end of the 5<sup>th</sup> day after the day on which the Certificate was issued by us, to change your mind. You must tell us in writing that you wish to return the Certificate and have the premium repaid.

If you do so, we will terminate the Certificate from the time you notify us. We may retain our reasonable administration and transaction costs and a short term premium. You cannot return the Certificate if it has already expired or if you have made or circumstances have occurred where you may make a claim under the Certificate.

# Personal Accident or Personal Accident and Sickness Certificate Wording

## Preamble

This wording applies when We provide Personal Accident or Personal Accident and Sickness Insurance for an Insured Person. When We provide Personal Accident Insurance, We provide for the payment of Benefit Amounts if an Insured Person dies or they become disabled as a result of an Injury sustained.

When We provide Sickness Insurance, We provide for the payment of Benefit Amounts if an Insured Person suffers from certain conditions, as specified and relating to a Sickness.

You apply for this Insurance by completing Our Accident or Accident and Sickness Insurance Proposal form.

The cover We provide is in accordance with the Certificate and Schedule of Cover We issue. All of these documents make up the insurance cover or Certificate with Us.

We rely on the truthfulness and completeness of the information provided to Us in Your application for this insurance.

All cover provided is subject to the payment of premium to Us.

## Definitions

The following definitions apply

Accident	A sudden, unexpected, unusual specific event which occurs at an identifiable time and place during the Period of Insurance.
Accidental death	Death occurring as the result of an Injury
Benefit Period	Commencing from the time an Event is applicable, it is the time in weeks as shown in the Schedule of Cover, following which any and all entitlements shall cease.
Doctor	A legally qualified medical practitioner who is registered by the laws of the jurisdiction in which the treatment is being received as qualified to treat the Injury or Sickness and who is not the Insured, an Insured Person or a relative of any of these
Event (s)	Means the Event (s) described in the Table of Event(s) set out in the Personal Accident & Sickness Events
Excess Period	The first period of time in days of any claim for weekly Benefit Amounts for which weekly Benefit Amounts are not payable
Fingers, Thumbs or Toes	The digits of the relevant Hand or Foot
Foot	The entire foot below the ankle
Hand	The entire hand below the wrist
Injury	An identifiable, physical, bodily injury resulting from an Accident and which is not a Sickness and which; a. Is caused by violent, external and visible means and b. Occurs during the Period of Insurance and c. Results solely and independently of any other causes, including any pre-existing physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any Injury)
Insured Person	Such person or persons who come within the description of Insured Person contained in the Schedule of Cover and with respect to whom premium has been paid or agreed to be paid.
Limb	The entire limb between the shoulder and the wrist or between the hip and the ankle
Loss	In regards to an Injury to a. A Limb, is Permanent physical severance or Permanent total loss of the use of the Limb b. An eye, is total and Permanent loss of all sight in the eye c. Hearing, is total and Permanent loss of hearing d. Speech, is total and Permanent loss of the ability to speak
Paraplegia	Paralysis of both legs resulting in the Loss of use of both legs and the Permanent loss of use of part or whole of the lower half of the body
Period of Insurance	The period of time, shown in the Schedule of Cover
Permanent	Means having lasted (12) consecutive calendar months and at the expiry of that period, being beyond all hope of improvement
Quadriplegia	Paralysis of both arms and both legs resulting in the Loss of use of both arms and both legs

Salary	<p>Where the Insured Person is an employee, their weekly pre-tax income, but excluding commissions, bonuses, overtime payments and any allowances, averaged over the period of twelve (12) calendar months immediately preceding the Accident or over such shorter period as they have been employed, or</p> <p>In the case of a self employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) calendar months immediately preceding the Accident or over such shorter period as they have been self employed.</p>
Sickness	Any illness or disease of the Insured Person first manifesting itself during the Period of Insurance after a period of thirty (30) days from the commencement of the Period of Insurance
Temporary Partial Disablement	The temporary inability of the Insured Person, due to Injury or Sickness, to engage in a substantial part of their usual occupation or business duties while under the direction of, under the regular care of and acting in accordance with the instructions or advice of a Doctor
Temporary Total Disablement	The temporary inability of the Insured Person, due to Injury or Sickness, to engage in any part of their usual occupation or business duties while under the direction of, under the regular care of and acting in accordance with the instructions or advice of a Doctor
Total Disablement	A more restrictive disablement than Temporary Total Disablement, it extends the disablement to prevent the Insured Person from being engaged in or attending to any occupation and the criteria as defined in Permanent now applies.
We / Our / Us	SRS Underwriting Agency Pty Ltd (ABN 89 113 929 516, AFS Licence No: 290518). This agency is authorised by Certain Underwriters at Lloyd's to represent them as a Coverholder.
You / Your /Yours	The Insured named in the Schedule

## Section 1 Personal Accident

### The Cover

Personal Accident cover applies when the Schedule of Cover indicates that Section 1 is included.

If during the Period of Insurance, an Insured Person is subject to an Accident directly causing an Injury, resulting in an Event as described in Section 1, We will pay the Benefit Amount for that Event as set out in Section 1, provided the Schedule of Cover indicates that Cover is included for that Event.

**In addition to the above, the following extensions to cover apply;**

### Exposure

If during the Period of Insurance, an Insured Person is exposed to the elements as a result of an Accident to a conveyance in which the Insured Person is travelling and within twelve (12) consecutive calendar months of the Accident an Event results as a direct consequence of that exposure, they will be deemed for the purpose of this Certificate of Insurance to have suffered an Injury on the date of the Accident.

### Disappearance

If during the Period of Insurance, the body of an Insured Person is not found within twelve (12) consecutive calendar months after an Accident involving the sinking or wrecking of a conveyance in which they were travelling, death will be presumed in the absence of any evidence to the contrary. The Benefit Amount under the Events for Part 1A Event 1 - Accidental Death is paid as a result of this Disappearance. We will only pay, when the legal representative(s) of the Insured Person's estate, provides a legally binding signed agreement with Us, that the amount We pay will be repaid to Us, if it is later found that the Insured Person did not then die or did not die as a result of an Injury sustained as a result of this Accident.

## Section 1 Personal Accident Events

Any Part and each Event in this Section only apply when the Schedule of Cover indicates that they are included.

The Schedule of Cover will also indicate the 100% amount for Part 1A, 1B and 1D. For Part 1C, a percentage of Salary will be shown together with other amounts which have application in determining the Benefit Amount for Events in Part 1C.

### Part 1A Injury – paying a lump sum Benefit Amount

We will pay after the happening of an Accident directly causing an Injury to an Insured Person resulting in an Event shown under this Part 1A, provided the Event occurs within twelve (12) consecutive calendar months of the Accident causing such Injury. The payment will be up to the Benefit Amount percentage of the amount shown in the Schedule of Cover for this Part 1A.

Events	Benefit Amount
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia	100%
4. Quadriplegia	100%
5. Permanent Loss of sight of both eyes	100%
6. Permanent Loss of sight of one eye	100%
7. Permanent Loss of one or more Limbs	100%
8. Permanent Loss of the lens in:-	
(a) both eyes	100%
(b) one eye	50%
9. Permanent Loss of hearing of:-	
(a) both ears	100%
(b) one ear	20%
10. Third degree burns and / or resultant disfigurement, which cover more than 40% of the entire external body	50%
11. Permanent Loss of use of four Fingers and Thumb of either Hand	75%
12. Permanent Loss of use of four Fingers of either Hand	40%
13. Permanent Loss of use of one Thumb of either Hand:-	
(a) both joints	30%
(b) one joint	15%
14. Permanent Loss of use of Fingers of either Hand:-	
(a) three joints	10%
(b) two joints	7.5%
(c) one joint	5%
15. Permanent Loss of use of Toes of either Foot:-	
(a) all - one Foot	15%
(b) great – both joints	5%
(c) great – one joint	3%
(d) other than great - each Toe	1%
16. Fractured leg or patella with established non-union	10%
17. Shortening of leg by at least 5 cm	5%
18. An Injury, as described under one of Events 5 to 17 inclusive, which occurs but to a lesser degree than that described under the particular Event and the resultant Injury is a Permanent Injury of a lesser degree.	<p>The Benefit Amount for the type of Injury under an Event 5 to 17 inclusive, but reduced by an amount to allow for the lesser degree of Injury which has resulted. The amount We calculate and pay under Event 18 is at Our absolute and sole discretion and further limited to a maximum of <math>\frac{3}{4}</math> of the Benefit Amount which would otherwise have been payable for that description of Injury under an Event 5 to 17.</p>

**For this Part 1A, We pay a lump sum Benefit Amount.**

If We pay for an Insured Person, a total amount equal to the 100% Benefit Amount for Part 1A or Part 1B as shown in the Schedule of Cover, the Cover under Part 1A and Part 1B for that Insured Person is exhausted and We will not be liable under Part1A or Part 1B of this Certificate for any further Benefit Amounts resulting from that Injury or any other Injury to that Insured Person. The maximum Benefit Amount payable to any one Insured Person under Parts 1A and 1B combined is 100%.

A Benefit Amount shall not be payable for more than one of Events 1 to 18 in respect of the same Injury. We will pay the highest Benefit Amount, which has application to the Injury.

**Part 1B - Injury resulting in Surgery paying a lump sum Benefit Amount**

We will pay the Benefit Amount after the happening of an Accident directly causing an Injury to an Insured Person resulting in an Event under this Part 1B, provided the Event occurs within 12 consecutive calendar months of the Accident causing such Injury. The Benefit Amount is paid up to the Benefit Amount percentage of the amount shown in the Schedule of Cover for this Part 1B, only where the surgery is required to be undertaken outside of Australia.

Event	Benefit Amount
19. Craniotomy	100%
20. Amputation of a Limb	50%
21. Fracture of a Limb requiring open reduction	50%
22. Dislocation requiring open reduction	25%
23. Any other surgical procedure carried out under a general anaesthetic	5%

**For this Part 1B, We pay a lump sum Benefit Amount.**

If We pay for an Insured Person, a total amount equal to the 100% Benefit Amount for Part 1A or Part 1B as shown in the Schedule of Cover, the Cover under Part 1A and Part 1B for that Insured Person is exhausted and We will not be liable under Part1A or Part 1B of this Certificate for any further Benefit Amounts resulting from that Injury or any other Injury to that Insured Person. The maximum Benefit Amount payable to any one Insured Person under Parts 1A and 1B combined is 100%.

Where more than one Part 1B Event results from an Injury, the amount We pay under Part 1B for any or all Surgery Events, is limited to the one Event which pays the highest Event Benefit Amount for that surgery

**Part 1C – Injury – paying a weekly Benefit Amount**

We will pay the following Benefit Amount after the happening of an Accident directly causing an Injury to an Insured Person resulting in an Event under this Part 1C occurring within twelve (12) consecutive calendar months of the Accident causing such Injury.

Event	Benefit Amount
24. Temporary Total Disablement	A weekly Benefit Amount is provided during such disablement, up to the percentage of Salary of the Insured Person or the amount as shown in the Schedule of Cover for this Part 1 C, whichever is the lesser. If no percentage amount is shown, the amount We pay shall not exceed the Salary of the Insured Person or the amount as shown in the Schedule of Cover, whichever is the lesser.
25. Temporary Partial Disablement	(a) If an Insured Person returns to work in a reduced capacity, the Benefit Amount payable shall be the difference between the Benefit Amount payable for Event 24 per week and the weekly Salary earned during this Event 25. (b) If an Insured Person does not return to work, the weekly Benefit Amount payable under this Event shall be 25% of the weekly Benefit Amount payable under Event 24.

**For this Part 1C, We pay a weekly Benefit Amount.**

The Benefit Period shown in the Schedule of Cover is the maximum and only period for which a weekly Benefit Amount is payable for an Injury.

If the Insured Person is entitled to a Benefit Amount under the Events of Part1A, other than for Events 1, 2, 3 or 4, the Insured Person is also entitled to Benefit Amounts under this Part1C when We agree that they still qualify for a Benefit Amount under Event 24 or 25. When the Insured Person becomes entitled to a Benefit Amount under Events 2 or 3, all Benefit Amounts payable under Events 24 or 25 shall cease from the date of such entitlement.

**Part 1D – Injury resulting in Fractured Bones- paying a lump sum Benefit Amount**

We will pay the Benefit Amount shown in the Schedule of Cover for Event(s) listed in Part 1D, when the Insured Person has been subject to an Accident directly resulting in an Injury causing a fracture to a bone, provided the Event(s) occur within twelve (12) consecutive calendar months of the Accident causing such Injury.

Event	Benefit Amount
26. Neck or spine	100%
27. Hip, Pelvis	75%
28. Skull, shoulder blade	50%
29. Collarbone, upper leg, knee	30%
30. Upper Arm, elbow, kneecap, forearm,	25%
31. Jaw, lower leg, lower arm, wrist, ankle, hand or foot	20%
32. Nose or collar bone	20%
33. Thumb, Finger Toe, Rib (Per Thumb, Finger ,Toe or Rib)	5%

The maximum Benefit Amount We will pay under this Part 1D for any one Accident causing an Injury to an Insured Person resulting in one or more of Events 26 to 33 being applicable, shall be \$3,000 in total for all Events

**For this Part 1D, We pay a lump sum Benefit Amount.**

The Benefit Amount We will pay under this Part1D, for any one Accident causing an Injury resulting in one or more of Events 26 to 33 shall be further limited to a maximum of \$3000 in total for all such Events which are applicable to this Injury.

## Section 2 Sickness

### The Cover

Sickness cover only applies when the Schedule of Cover indicates that Section 2 is included.

If during the Period of Insurance, a Sickness of the Insured Person directly results in an Event as described in this Section 2, We will pay the Benefit Amount for that Event as set out in Section 2, provided the Schedule of Cover indicates that Cover is included for that Event.

Any Part and each Event in this Section shall only apply when the Schedule of Cover indicates that they are included.

The Schedule of Cover will also indicate the percentage of Salary to apply to 2A and other amounts which have application in determining the Benefit Amount for Events in 2A as well as the 100% amount for Part 2B.

## Section 2 Sickness Events

### Part 2A – Sickness paying a weekly Benefit Amount

When Sickness resulting directly in one of the following Events, occurs within (12) consecutive calendar months from the date the Sickness, which first manifests itself during the Period of Insurance, We pay the following Benefit Amount

Event	Benefit Amount
34. Temporary Total Disablement	A weekly Benefit Amount is provided during such disablement, up to the percentage of Salary of the Insured Person or the amount as shown in the Schedule of Cover for this Part C whichever is the lesser. If no percentage amount is shown, the amount We pay shall not exceed the Salary of the Insured Person or the amount as shown in the Schedule of Cover, whichever is the lesser.
35. Temporary Partial Disablement	(a) If an Insured Person returns to work in a reduced capacity, the Benefit Amount payable shall be the difference between the Benefit Amount payable for Event 34 per week and the weekly Salary earned during this Event 35. (b) If an Insured Person does not return to work, the weekly Benefit Amount payable under this Event shall be 25% of the weekly Benefit Amount payable under Event 34.

For this Part 2A, We will pay a weekly Benefit Amount for a Sickness Event shown in Part 2A

The Benefit Period shown in the Schedule of Cover, is the maximum and only period for which a weekly Benefit Amount is payable for a Sickness.

### Part 2B - Sickness resulting in Surgery paying a lump sum Benefit Amount

We will pay for a resulting Event under this Part 2B up to the Benefit Amount percentage of the amount shown in the Schedule of Cover for this Part 2B only where the surgery is undertaken outside of Australia and is required as a direct result of the Sickness and is carried out within twelve (12) consecutive calendar months from the date of the Sickness, which first manifests itself during the Period of Insurance

Event	Benefit Amount
36. Open heart surgical procedure	100%
37. Brain surgery	50%
38. Abdominal surgery carried out under general anaesthetic	50%
39. Any other surgical procedure carried out under a general anaesthetic	5%

For this Part 2B, We pay a lump sum Benefit Amount.

Where more than one Part 2B Event results from a Sickness, the amount We pay under Part 2B for any or all surgery Events from that Sickness, is limited to the one Event which pays the highest Event Benefit Amount for that surgery.

## Regarding weekly Benefit Amounts under Section 1 and Section 2

Benefit Amounts shall not be payable for individual Events 24, 25 or 34, 35 or a succession of Events 24 and 25 or 34 and 35 for a period greater than, in total, the Benefit Period shown in the Schedule of Cover in respect of any one Injury or Sickness but shall not exceed a period of 104 weeks

Benefit Amounts are not payable during the period of the Excess Period

The Benefit Period, for each Injury or Sickness resulting in an Event under 24, 25, 34 or 35, commences after expiry of the Excess Period

With the exception of Early Payment referred to below, weekly Benefit Amounts for Events 24, 25, 34 or 35 shall be payable monthly in arrears

Benefit Amounts under Events 24 or 34 for a period of less than one week shall be paid at the daily rate of one-seventh (1/7th) of the weekly Benefit Amount.

### **Escalation of Benefit Amount**

After payment of a Benefit Amount under Events 24 and / or 25 or Events 34 and / or 35 continuously for twelve (12) consecutive calendar months, the monthly Benefit Amount will be increased by 5% per annum for each subsequent period of twelve (12) consecutive calendar months for which benefits are paid.

### **Early Payment**

If an Insured Person sustains an Injury or suffers a Sickness for which a Benefit Amount is payable under Events 24 or 34, We will pay an Early Payment of an amount equal to ten (10) calendar weeks of the weekly Benefit Amount, provided that medical evidence which We consider to be appropriate is provided by a Doctor to confirm and certify that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) consecutive calendar weeks.

### **Rehabilitation Expenses**

After We have accepted Your claim under Events 24 or 25 or Events 34 or 35, We will reimburse expenses incurred for tuition or advice for the Insured Person from a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and We have the agreement of the Insured Person's Doctor that this tuition and or advice will assist with rehabilitation. The amount We pay for Rehabilitation Expenses will be limited to the actual costs incurred up to \$500 per month, GST inclusive, and will be payable for a maximum of six (6) months within the Benefit Period.

### **Recurring Injury or Sickness**

When We have paid a weekly Benefit Amount and while this Certificate is in force, the Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same Injury or Sickness or a related Injury or Sickness, any subsequent period of disablement will be deemed and considered by Us as a continuation of the prior period for any further weekly Benefit Amount. If, between such periods, the Insured Person worked on a full-time basis for at least six (6) consecutive calendar months, then, a further Excess Period shall apply before We consider any further weekly Benefit Amount payable under this Certificate within the original Benefit Period.

### **Effect of other compensation payments**

The amount of any weekly Benefit Amount payable under Event 24 or 34 will be reduced by the amount of any other periodic compensation benefits or amounts payable under any

- a. Workers' Compensation
- b. Accident Compensation Scheme
- c. any sick pay entitlement
- d. disability entitlement
- e. other amounts or benefits so received or receivable as compensation or payment, even if You or the Insured Person elect not to receive them or do not apply for them or fail to apply for them in the required way and time

so that the total amount of all such benefits or entitlements and the weekly Benefit Amount for Event 24 or 34 shall not exceed the lesser of the percentage of Salary or the weekly Benefit Amount for the Insured Person stated in the Schedule of Cover for Part 1C or 2 A as relevant to this claim.

Where no percentage of Salary is shown in the Schedule of Cover the total amount so referred to will be the Salary of the Insured Person or the Benefit Amount shown in the Schedule of Cover under Part 1C or 2A, whichever is the lesser.

### **Who We pay**

All Benefit Amounts shall be payable to You or such person or persons and in such proportions as You shall nominate, unless the law requires Us to do otherwise.

## **Further limits of liability applying to all Sections of this Certificate**

### **a) Limit of liability**

The maximum amount We pay under this Certificate, for the term of the Certificate, for the sum of all the Benefit Amounts paid or payable for all Insured Persons arising for all Events resulting from each and every Injury and or Sickness shall not exceed the amount shown in the Schedule of Cover for limit of liability.

### **b) Air travel limit of liability**

The Air travel limit of liability amount is shown in the Schedule of Cover.

It is an amount applying for the term of the Certificate for all Benefit Amounts paid or payable relating directly or indirectly to such air travel and is reduced by such Benefit Amounts paid or payable to provide a residual amount for Air travel limit of liability.

Our liability may be reduced below the residual amount of Air travel limit of liability if the limit of liability amount reduced by all Benefit Amounts paid or payable for all Insured Persons during the term of the Certificate is a lesser amount.

The amount We pay, for all further Benefit Amounts for all Insured Persons, arising directly or indirectly due to or out of air travel in aircraft where such flights are not open to and used by the general public, conducted in accordance with advertised flying schedules, over specific air routes and using licensed and regulated air terminals, shall not exceed the amount shown in the Schedule of Cover for Air travel limit of liability or such reduced amount as may apply.

If the limit of liability or the Air travel limit of liability or the lower residual amounts of liability which may apply are insufficient to allow payment of further Benefit Amounts, we shall reduce the ongoing Benefit Amounts payable with respect to each Insured Person so that the total amount We pay for the sum of all Benefit Amounts does not exceed our limit of liability. We shall determine in Our absolute and sole discretion, the amount We pay to each Insured Person.

### **No cover past the age of 65 years**

There is no cover under this Certificate for any Insured Person who is aged sixty-five (65) years or more and any existing cover with respect to an Insured Person shall cease upon their attaining that age. This will not prejudice any entitlement to claim benefits, which has arisen before an Insured Person has attained the age of sixty-five (65) years.

### **Excess Period**

The Excess Period is calculated from the first date of the Insured Person's Temporary Total Disablement or Temporary Partial Disablement, following the Accident causing an Injury or following the date that a Sickness first manifests itself.

### **Due Diligence**

You and all Insured Person(s) or their legal representative will exercise due diligence in doing all things to avoid or reduce any liability to pay a Benefit Amount under this Insurance.

## When We do not pay a Benefit Amount

When the Accident and or Sickness Event is not covered by the Certificate or the terms of the Certificate exclude, restrict or limit cover

We may decline to pay a claim in accordance with Our rights to do so  
A Benefit Amount is not payable for an Injury under the Sickness Events  
A Benefit Amount is not payable for a Sickness under the Injury Events

## Making a Claim

### Notice of Claim

You or any person entitled to claim under this Certificate must give Us written notice of any Accident, Injury or Sickness which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable, of becoming aware of this Accident, Injury or Sickness. You or any such person must at Your/their expense give Us such certificates, information and other documentation as We may reasonably require.

You should notify Your Insurance Adviser about the circumstances likely to result in a claim. They will have You complete Our claim form as part of the submission for Your claim.

### Medical Examination

At Our expense, We shall be entitled to have any Insured Person, who is the subject of a claim under this Certificate, to be medically examined by a Doctor of Our choice, and on the death of the Insured Person, if We are to consider a Benefit Amount for their death, a post mortem examination to be carried out. We will give the Insured Person or their legal representative, reasonable notice of Our requirement for examination. You and or the Insured Person or their legal representative agree to such examination as We may require and to comply without undue delay to Our request for this examination.

### Subrogation

When We pay a Benefit Amount under this Certificate, You and the Insured Person or their legal representative agree that We shall be subrogated to all of Your rights and the rights of each Insured Person or their legal representative to recover against any person or entity and You and the Insured Person or their legal representative agree to execute and deliver any certificates, information and other documentation as We may reasonably require and do whatever else is necessary to enable Us to secure such rights. Neither You nor the Insured Person nor their legal representative shall take action or wilful inaction after We have paid a Benefit Amount, which will prejudice Our rights to subrogation.

### Seeking medical advice

Any Benefit Amount shall not be payable unless the Insured Person, as soon as possible after the happening of any Injury or the manifestation of any Sickness giving rise to a claim under this Certificate, obtains and follows appropriate medical advice and treatment from a Doctor

### Other Insurance

In the event of a claim You and the Insured Person must advise Us about any other insurance, scheme or arrangement they or You may have or have access to which provides a benefit for the same Event resulting from Injury or Sickness and from which You or they are entitled to seek payment or compensation, even if You or they elect not to or fail to seek payment or compensation.

### Assistance and Co-operation

You and the Insured Person shall cooperate with Us and, upon Our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any others who may be liable to You or the Insured Person because of Injury or Sickness with respect to which a Benefit Amount has been paid under this Certificate. You or the Insured Person agree to attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses and shall not, except at Your own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of any Accident.

## General Exclusions applying to this Certificate

We shall not pay any Benefit Amounts for Injury or Sickness to the Insured Person which:

1. Results from an Insured Person engaging in or taking part in:
  - a) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
  - b) training for or participating in professional sports of any kind.
2. Results from any intentional self-inflicted injury, suicide, or any illegal or criminal act committed by You or an Insured Person.
3. Results from war (whether declared or not) invasion or civil war.
4. Is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).
5. Results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel.
6. Results from pregnancy or childbirth, except for unexpected medical complications or emergencies, which are as a result of such pregnancy or childbirth.
7. Results from You or the Insured Person being under the influence of alcohol or an illegal drug or substance or a prescribed drug not taken in accordance with the dosage prescribed by a Doctor.
8. Results from an Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life);
9. Results from (regardless of any other contributory cause(s)) any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. If We conclude that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon You and the Insured Person.

## Other Information

### Change of Business / personal activities

You and the Insured Person must inform Us as soon as is reasonably practicable of any alteration in their business or personal activities which increases the risk of Injury or Sickness to the Insured Person which could reasonably be expected to increase the possibility of a claim being made under this Certificate.

**Currency**

All amounts shown in this Certificate are shown in Australian Dollars unless otherwise specified in the Schedule of Cover.

**Cancellation**

You may cancel this insurance or the Insured Person may cancel their interest in this insurance at any time by giving Us written notice. If We have paid or are likely to pay any amount of any Benefit Amount for the Insured Person under this insurance, there is no refund of any premium relative to that Insured Person for any remaining Period of Insurance. Otherwise, when You or the Insured Person choose to cancel this insurance cover before the usual expiry date, We shall return a pro-rata proportion of the premium for the remaining Period of Insurance, less a cancellation fee of 20% of this unexpired premium and GST which applies. We shall deduct this amount from any return premium.

We may cancel this insurance or any Section, Cover for an Event or Part thereof, for any of the reasons set forth in the Insurance Contracts Act (Cth) 1984 by issuing a notice in writing in accordance with that Act. We shall retain a pro-rata proportion of the premium for the time the insurance has been in force. We shall not charge a fee if We cancel the insurance or any Section, Cover for an Event or Part thereof of the insurance, in accordance with Our rights to do so.

**Suits Against Us**

The Underwriters accepting this insurance agree that 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 in Australia. Any Summons notice or process to be served upon the Underwriter may be served upon:

Lloyd's Australia Limited  
Suite 2, Level 21, Angel Place  
123 Pitt Street  
Sydney NSW 2000

Who has authority to accept service and to enter an appearance on the Underwriter's behalf, and who is directed at the request of the Insured to give a written undertaking to the Insured that he will enter an appearance on the Underwriters' behalf. If a suit is instituted against any one of the Underwriters, all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

**Goods and Services Tax**

The amount payable by You or the Insured Person as relevant, for this insurance, includes an amount for GST.

The amount We pay for vocational tuition and advice is GST inclusive.

When We pay a claim, Your GST status will determine the amount We pay.

If You are

- Not registered for GST, the amount We pay is the Sum Insured or the other Certificate limits being inclusive of GST
- Registered for GST, the amount We pay is the Sum Insured or the other Certificate Limits less any Input Tax Credit (ITC) to which You are entitled or would be entitled if You made a relevant acquisition. This ITC may be claimable within Your BAS.

You must advise us of your ABN Number and Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You. We will pay the claim by reference to the GST exclusive amount of any supply made by any business of Yours which is relevant to the claim. GST, ITC, Business Activity Statement (BAS) and Acquisition have the same meaning as given to those words in a New Tax System (Goods and Services Tax ) Act 1999 and related legislation and amendments. Taxable Percentage is your entitlement to an Input Tax Credit on Your amount payable as a percentage of the total GST on that amount.