

Guardian Underwriting Services Pty Ltd

ABN 21051930105 AFS Licence No 255319



Personal Accident & Illness Insurance Certificate Wording & Product Disclosure Statement

This document contains information regarding your Certificate.

The Schedule is the attachment, which specifically details your Insurance Programme.

Please read both carefully to ensure your Schedule and Certificate provide the coverage you require.

YOUR DUTY OF DISCLOSURE

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

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by the insurer.

NON DISCLOSURE

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

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

PRIVACY STATEMENT

We collect personal information from you for the purpose of providing you with insurance products, services, processing and assessing claims. You can choose not to provide this information; however, we may not be able to process your requests. We may disclose information we hold about you to other Insurers, an insurance reference service or as required by law. In the event of a claim, we may disclose information to and / or collect additional information about you from investigators or legal advisers.

Insert Schedule Here

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Product Disclosure Statement

This Product Disclosure Statement (PDS) contains important information required under the Financial Services Reform Act 2001
Created April 2010

To assist you to locate specific items in the certificate wording, a table of contents is provided on page 3 of the wording and a listing of definitions is provided on page 9 and 10 of the wording.

Introduction

Who is/are the insurer(s)?

Certain Underwriters at Lloyd's hereinafter called "We, Our, Us or Underwriters" are the insurer of the insurance Certificate. In the Certificate the insurer is called "We, Our, Us or Underwriters".

Who is Guardian Underwriting Services Pty Ltd?

Guardian Underwriting Services Pty Ltd hereinafter called "Guardian" is the Authorised Representative of the Insurer(s). This Insurance contract is written under a 'Binding Authority Agreement' which gives Guardian authority to bind insurance contracts and / or settle claims on behalf of such Insurer (s). As a consequence Guardian is acting as Agent of such Insurer(s) and not as Your Agent. Guardian is NOT the Insurer for this contract and is NOT liable for any loss or claim. The Insurer(s) are clearly shown on the Schedule. Guardian's ABN is 21 051 930 105.

How to contact Guardian insure@guardianunderwriting.com.au

You may contact us by any of the following ways:

- By telephone on 03 8699 8800 (Melbourne)
- By writing to us at 137 Moray Street, South Melbourne, VIC 3205

The Purpose of this PDS

This PDS has been prepared to assist you in understanding the insurance Certificate and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance Certificate including its benefits, risks and information about how the insurance premium is calculated. You still need to read the Certificate wording for a full description of the terms, conditions and limitations.

General Insurance Code of Practice

The purpose of the Code is to raise the standards of practice and service in the Insurance Industry. Details about the Code are shown in the Certificate wording under "Code Of Practice" on page 8.

Your cooling-off period

If for any reason an insured person is not completely satisfied with this Insurance contract the schedule may be returned to Us within fourteen (14) days of its receipt and subject to no claim being made We will cancel the schedule and refund in full any premium paid. Details about the cooling-off period are shown in the Certificate wording under "Money back guarantee" on page 8.

What to do if you have a dispute

We have developed an internal procedure for dispute resolution so that if at any time Our products or services have not satisfied expectations You or an Insured Person can contact Us. Our Complaints and Disputes Resolution procedures will have the complaint reviewed by management. We will provide a response within 15 business days.

If this does not resolve the matter or You or an Insured Person are not satisfied with the way a complaint has been dealt with, you should contact:

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

who has the authority to review your unresolved complaint, and will provide you with a response within 15 business days of receiving your dispute.

If You or an Insured Person are still dissatisfied the dispute may be referred, at no cost, 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 about the dispute resolution system are shown in the policy wording under “Dispute Resolution” on page 8.

Your privacy

Lloyd’s and its agents are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 (the Act) and will be covered by the General Insurance Information Privacy code (the Code). These set basic standards relating to the collection, use, disclosure and handling of personal information. “Personal information” is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion. An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, your complaint should be addressed to Guardian. This may be done either verbally or in writing to Complaints Officer, Guardian Underwriting Services Pty Ltd, 137 Moray Street, South Melbourne, Victoria, 3205. If you are dissatisfied with the response, you may refer the matter to Lloyd’s Australia Ltd, who has the appropriate authority to investigate and address matters of this nature. Details about your privacy are shown in the policy wording under “Privacy – Lloyd’s” on page 15.

Your duty of disclosure

The law requires You to tell Us everything You know (or could reasonably be expected to know in the circumstances) which is relevant to Our decision to insure You and the terms on which We insure You. This duty applies before You enter into a contract with Us, that is, before We accept Your application and also before each time You alter or renew the insurance. Each person listed as the Insured Person has the same duty. If You or the Insured Person do not tell Us everything that is relevant, We may reduce or refuse to pay a claim, cancel Your or the Insured person’s Certificate, or invalidate the Certificate from its beginning and not be bound by it if You or the insured Person act fraudulently. You or the Insured person do not need to tell us anything which reduces the risk, is common knowledge, We already know, or ought to know in the ordinary course of Our business, or we indicate that we do not want to know. If You or the Insured Person are not sure that something is relevant, it is best to disclose it. Also, You and the Insured person must notify Us of any changes which affect Your or the Insured Person’s Certificate.

Details about disclosure information are shown in the Certificate wording under “Your Duty of Disclosure” on page 7.

How to apply for insurance

Complete our application form. If we accept Your application for insurance, You will receive a schedule that sets out details of the insurance You have taken out.

How to make a claim

To make a claim, please contact Guardian when something happens that You believe an Insured Person can claim for. Details about making a claim are shown in the Certificate wording under “Claims Procedure”, “Report of Claim Forms”, “Claim Cooperation”, “Proof of claim” and “Time of The Payment of Claim” on pages 14 and 15.

Taxation information

Underwriters show all taxes and charges as separate items on all schedules (e.g. stamp duty and the Goods and Services Tax).

Significant features and benefits

You have two levels of cover which are available subject to the application form.

Cover	Description of cover provided
Injury	Up to 104 weeks benefit for Temporary Total Disablement Up to 104 weeks benefit for Temporary Partial Disablement
Sickness	Up to 104 weeks benefit for Temporary Total Disablement Up to 104 weeks benefit for Temporary Partial Disablement

An additional benefit is the "Return to Work Assistance". Details are shown under "Special Provisions – Additional Benefits" on page 12 of the Certificate wording.

Exclusions

The insurance is designed to provide protection for Insured Persons in the event of something happening which has been insured against. Under some circumstances, this Certificate will not provide any insurance cover to an insured person. To fully understand the cover provided the Certificate should be read in full. In the Certificate wording we have included a section of exclusions under "Exclusions Applicable to All Sections" on pages 10 & 11, a section marked "Special Provisions – General" on page 11 and a section marked "Conditions Applicable To All Sections of This Insurance" on pages 14, 15 & 16.

Significant risks

Disclosure

The law requires You to tell Us everything You know (or could reasonably be expected to know in the circumstances) which is relevant to Our decision to insure You and the terms on which We insure You. This duty applies before You enter into a contract with Us, that is, before We accept Your application and also before each time You alter or renew the Certificate. Each person listed as the Insured Person has the same duty. Disclosure obligations and the consequences of not complying with these obligations are outlined in the Certificate wording under "Your Duty of Disclosure" on page 7.

Waiting Period

Each and every claim is subject to the waiting period detailed in the schedule. The definition of "Waiting Period" is on page 10 of the Certificate wording and the length of each waiting period will be shown on your schedule.

Costs

We take into consideration a number of factors in setting our premiums. These include but are not limited to factors relating to the level of cover provided and the medical/insurance history of applicants.

Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services tax and Stamp Duty.

INSURING AGREEMENTS

You and the Insured Person have made to Us a written application which together with all accompanying information shall be the basis of this contract and be considered as incorporated into it. In consideration of the payment of the premium, and subject to the terms and conditions contained in, endorsed onto or attached to this Insurance, if during the Period of Insurance any of the Events specified in the Schedule happens to an Insured Person, We will pay the Insured Person the Compensation specified in the Schedule, in the manner described.

This Insurance has been signed on Our behalf but it shall not be binding unless the Schedule referring to each Insured Person is countersigned by Guardian Underwriting Services Pty Ltd, Our Authorised Representative.

IMPORTANT NOTICES

1. Your Duty of Disclosure

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

This duty applies before You enter into a contract with Us, that is, before We accept Your application and also before each time You alter or renew the Certificate.

Each person listed as the Insured Person has the same duty.

Penalty for Non-disclosure

If You or the Insured Person do not tell Us everything that is relevant, We may:

- reduce or refuse to pay a Claim,
- cancel Your or the Insured Person's Certificate, or
- invalidate the contract from its beginning and not be bound by it if You or the Insured Person act fraudulently.

You or the Insured Person do not need to tell Us anything which:

- reduces the risk,
- is common knowledge,
- We already know, or ought to know in the ordinary course of Our business, or
- We indicate that We do not want to know.

If You or the Insured Person are not sure that something is relevant, it is best to disclose it.

Also, You and the Insured Person must notify Us of any changes which affect Your or the Insured Person's Certificate.

2. The Duty of Utmost Good Faith

This contract is based on utmost good faith requiring each party to act towards the other party, in respect of any matter arising under or in relation to it, with the utmost good faith.

3. Guardian Underwriting Services Pty Ltd

In arranging and effecting this Insurance Guardian Underwriting Services Pty Ltd (Guardian) is acting as agent of the Underwriters and not You.

This insurance contract is written under a "Binding Authority Agreement" which gives Guardian authority to bind insurance contracts and / or settle claims on behalf of Underwriters. As a consequence Guardian is acting as Agent of such Underwriters and not as Your agent.

Guardian is not the Underwriter for this contract and is not liable for any loss or claim. The Underwriters are clearly shown on the Schedule.

4. Calculation of Payments

All compensation under this Certificate is payable to the Insured Person named in the schedule and is paid in accordance with the sections specified in the schedule for the Insured Person and subject to the Special Provisions and the Conditions Applicable to All Sections of this Insurance and subject to the Exclusions Applicable to All Sections and any additional exclusion noted on the Insured Person's schedule.

5. Money Back Guarantee

If for any reason an Insured Person is not completely satisfied with this insurance contract the schedule may be returned to Us within fourteen (14) days of its receipt and subject to no claim being made We will cancel the schedule and refund in full any premium paid.

6. Terms in this Certificate and Schedule

Terms in bold print are defined and have special meaning. Please review this Certificate carefully and discuss the coverage with your insurance agent, broker or other representative.

In this Document:

- reference to a person includes any other entity recognised by law and vice versa;
- words importing the singular number include the plural and vice versa;
- any reference to any of the parties by their defined terms includes that party's executors, administrators or permitted assigns, or being a company, its successors or permitted assigns;
- words importing one gender include every gender; and
- clause headings are for reference purposes only.

7. Non Payment of Installment Premiums

If at the time of making a claim under this Insurance it is found that the installment premium has remained unpaid for a period of thirty (30) days or more past the last Premium Due Date, then You or an Insured Person will not be able to make a claim under this Insurance. If premiums remain in arrears for a further period of thirty (30) days or more then We may cancel this Insurance immediately by giving the Insured Person written notice.

8. Code of Practice

The Insurance Industry has developed a General Insurance Code of Practice. This aims to raise the standards of practice and service in the Insurance Industry and it includes the following:

- When You or an Insured Person lodge a claim We will tell You or the Insured Person in plain language what information We need and how You or the Insured Person should go about making the claim.
- We will respond promptly to any request made for assistance with the claim and it will be considered and assessed promptly.

The Insurance Code of Practice can be accessed at www.codeofpractice.com.au

9. Dispute Resolution

We have developed an internal procedure for dispute resolution so that if at any time Our products or services have not satisfied expectations You or an Insured Person can contact Us. Our Complaints and Disputes Resolution procedures will have the complaint reviewed by management. We will provide a response within 15 business days.

If this does not resolve the matter or You or an Insured Person are not satisfied with the way a complaint has been dealt with, you should contact:

Lloyd's Underwriters' General Representative in Australia
Suite 2, Level 21 Angel Place 123 Pitt Street
Sydney NSW 2000 Telephone: (02) 9223 1433
www.lloydsaustralia.com.au

who has the authority to review your unresolved complaint, and will provide you with a response within 15 business days of receiving your dispute.

If You or an Insured Person are still dissatisfied the dispute may be referred, at no cost, 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.

10. Privacy Policy Guardian

Guardian has always protected the privacy of personal information of our valued clients. The standards to which Guardian handles this personal information have now been set by the Commonwealth Privacy Act and the National Privacy Principles, that came into effect on 21 December 2001. All Staff, Representatives, Agents and Contractors have agreed to hold all information in confidence and not use it for any purpose except to carry out the service they are providing. Guardian does not sell or share names, addresses or any other information with third parties, except to the extent necessary to complete our obligations as stated in this document.

How & Why Do We Require Your Personal Information

Guardian collects information either directly from the relevant individuals or, in some cases, from third parties. They may provide information for someone else requiring the benefit of the services that Guardian offers, such as a director or officer or other staff member.

The information is collected to allow Guardian to provide insurance services including to arrange and place insurance cover, assess and underwrite risks, properly administer claims and source and facilitate finance.

Disclosure of Your Personal Information to Third Parties

As Guardian has a duty to maintain the confidentiality of clients affairs, Guardian will only disclose information to third parties when it believes it is necessary to assist in providing, managing and administering the services provided and products with which Guardian is involved. These third parties are also required to abide by the National Privacy Principles and use the personal information only for the services that they supply.

What We Expect of You

Guardian aims to ensure that personal information is up to date and accurate. Please contact Guardian if You or the Insured Person:

- Need to seek access to, or revise personal information
- Feel that the information Guardian currently has on record is incorrect or incomplete.

Transfer of Information Overseas

Guardian may transfer Your or an Insured Person's personal information overseas where it is necessary to provide the services. Some underwriters or re-insurers are based overseas and Guardian needs to provide Your personal information to them to arrange Your cover.

Opting Out

We regularly distribute information to clients about products and services, such as newsletters, which we believe may be of interest to You. If You do not wish to receive this additional information, please contact the Guardian office noted on the schedule.

How to Contact Us

If You wish to gain access to Your personal information, have a complaint about a breach of Your privacy or You have any query on how Your personal information is collected or used, or any other matter relating to Guardian's Privacy Policy, You can speak to any of the Guardian staff, who will do their best to try to resolve Your issue as simply as possible at the address specified on your policy schedule.

11. Retaining Certificate Documents

You should retain this Certificate wording and Schedule in a safe place.

DEFINITIONS

This Certificate is subject to the following definitions:

"You" or "Your" means the employer, union or professional association shown in item 2 of the Schedule.

"Insured Person" means the person shown in item 3 of the Schedule so long as he or she is employed by or is a financial member of Your organisation. Cover under this Insurance for an Insured Person shall start from the commencement date of the Period of Insurance as shown in the Schedule and for new persons from the date the premium installment payment commences for those new persons.

"We", "Us", "Our" or "Underwriter" shall mean the Underwriter specified in item 1 of the schedule through their agent Guardian Underwriting Services Pty Ltd

"Period of Insurance" means the period specified in item 4 of the Schedule.

“Commencement Date of Cover” means the commencement date of the Period of Insurance as shown in the Schedule and for new persons from the date the premium installment payment commences for those new persons.

“Injury” means a physical injury caused by a violent, external and visible means which occurs fortuitously whilst this Insurance is in force and which results in any of the Events specified in the Insurance, within twelve (12) calendar months from the date of its occurrence, but does not include any Pre-Existing Condition.

“Sickness” means sickness or disease which solely and independently of any other cause is first contracted or of which the Insured Person first becomes aware while this insurance is in force and which continues for a period of not less than the Waiting Period shown in the Schedule from the date of commencement of medical treatment by a legally qualified Medical Practitioner and excludes any Pre-Existing Condition.

“Temporary Total Disablement” means that as a result of Injury or Sickness the Insured Person is wholly and continuously prevented from engaging in his or her usual business, occupation or profession, or a Different Business, Occupation or Profession; and is under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner.

“Temporary Partial Disablement” means disablement as a result of Injury or Sickness which prevents the Insured Person from carrying out a substantial part of the normal duties of his or her usual business, occupation or profession; or is able to return to work but for less than half of the normal working hours of his or her usual business, occupation or profession or a Different Business, Occupation or Profession; and is under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner.

“Different Business, Occupation or Profession” means any business, occupation or profession which is not the usual business, occupation or profession of the Insured Person but one which he or she is able to perform by virtue of his or her abilities, education, training or experience.

“Income” means the Insured Person’s average weekly income excluding business expenses and before personal deductions and income tax, earned from personal exertion from the Insured Person’s usual employment with You for the number of weeks so engaged during the twelve (12) month period immediately preceding Injury or Sickness resulting in any of the Events covered by this Certificate excluding subject to the maximum detailed in the schedule.

“Waiting Period” means the number of days shown in item 6 of the Schedule commencing with the first day of Temporary Total or Temporary Partial Disablement arising from Injury or Sickness for which no Compensation is payable. The Waiting Period for all claims resulting from an Insured Person practising or playing any code of football is twenty-eight (28) days regardless of the Waiting Period specified in the Schedule. For the purpose of this calculation the first day shall be the day that the Insured Person first consults a Medical Practitioner in respect of the condition giving rise to the claim.

“Premium Due Date” means 7 days after the end of each month when the monthly premium installment is payable.

“Pre-Existing Condition” means any condition for which an Insured Person is having or has had treatment, consultation or advice or is on medication for, or of which the Insured Person was aware or should reasonably have been aware in the twelve (12) calendar months prior to the Commencement Date of Cover.

“Medical Practitioner” means a registered and legally qualified medical practitioner licensed to practise in Australia who is not the Insured Person or a member of his or her family.

Section A: Weekly Benefit from Injury

The coverage under this section is included only if so specified in the Schedule.

THE EVENTS	THE COMPENSATION
Injury resulting in:	
1. Temporary Total Disablement	During such Disablement the amount per week specified in the Schedule or 85% of Income whichever is the lesser. Subject to Special Provisions - General No. 4 and 5.
2. Temporary Partial Disablement	During such Disablement the Insured Person is able to return to work in a reduced capacity then the Compensation payable shall be calculated as 50% of the Compensation payable for Temporary Total Disablement. If there is work available and the Insured person elects not to return to work in a reduced work capacity then no Compensation is payable for this Event. Subject to Special Provisions – General No. 4 and 5.

Section B: Weekly Benefit from Sickness

The coverage under this section is included only if so specified in the Schedule.

THE EVENTS	THE COMPENSATION
Sickness causing:	
3. Temporary Total Disablement	During such Disablement the amount per week specified in the Schedule or 85% of Income whichever is the lesser. Subject to Special Provisions - General No. 4 and 5.
4. Temporary Partial Disablement	During such Disablement the Insured Person is able to return to work in a reduced capacity then the Compensation payable shall be calculated as 50% of the Compensation payable for Temporary Total Disablement. If there is work available and the Insured Person elects not to return to work in a reduced work capacity then no Compensation is payable for this Event. Subject to Special Provisions – General No.4 and 5.

SPECIAL PROVISIONS - GENERAL

1. Compensation shall not be payable:
 - a. Under more than one of the Events in respect of the same period of time.
 - b. For any Event in excess of the benefit period provided for such Event.
 - c. During the Waiting Period.
 - d. For more than eighty-five (85%) percent of the Insured Person's Income.
 - e. Beyond the date of the Insured Person's Death.
 - f. In respect of any disablement which entitles the Insured Person to benefits under any other insurances or Workers Compensation, Transport Accident Legislation and/or other statutory Compensation Scheme (statutory benefits). The Insurers will only pay benefits up to the maximum sum Insured LESS the amount of payments to which the Insured Person is entitled under any Transport Accident Legislation or other statutory Compensation Scheme (statutory benefits), including Common Law benefits or payments.
 - g. For any time after the expiry of the Waiting Period during which the Insured Person receives sick leave payments.
2. Compensation for a period of less than one week will be paid at the rate of one-seventh (1/7th) of the weekly benefit for each day during which disability continues.
3. If an Insured Person suffers a recurrence of Temporary Total or Temporary Partial Disablement from the same or related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless between such periods the Insured Person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new Injury or Sickness and a new Waiting Period shall apply.

4. The benefit period for Event 1, 2, 3 or 4 for Insured Persons under 60 years of age at the date of Temporary Total or Temporary Partial Disablement is 104 weeks and for Insured Persons age 60 years and over the benefit period is up to 52 weeks from the date of Temporary Total or Temporary Partial Disablement. No benefit will be payable beyond the Insured Person's 65th birthday.
5. This Insurance shall not cover any disablement of an Insured Person in Australia, if the Injury or Sickness causing the disablement occurred whilst the Insured Person was outside Australia for more than ninety (90) consecutive days.

SPECIAL PROVISIONS - ADDITIONAL BENEFITS

1. RETURN TO WORK ASSISTANCE

In the event of the payment of a claim under Event 1 and/or 2 of this Insurance We will at our sole discretion assist the Insured Person in arranging for professional assistance to improve his or her condition. This assistance does not include medical or hospital expenses or ancillary equipment (crutches, wheelchairs, prosthetic devices and the like).

EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Insurance shall not apply to any disablement directly caused by or resulting from:

1. Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
2. The Insured Person engaging in any aerial activity, except as a passenger and not as a pilot or crew member in any aircraft licensed to carry passengers.
3. Intentional self-inflicted Injury, suicide or attempt at suicide.
4. Any sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection.
5. Pregnancy, childbirth or miscarriage other than a complication arising from any of those conditions which requires hospitalisation in the first thirty-three (33) weeks of pregnancy. No benefit shall be payable during any period of maternity leave or for any complications arising after the thirty third week of pregnancy. Cover will only be reinstated for an Insured Person after a period of Maternity Leave from the date when the Insured Person has returned to work on a full-time basis for at least six (6) months.
6. Any professional sporting activities.
7. A criminal or illegal or malicious act committed by an Insured Person.
8. Alcoholism or drug addiction.
9. An Insured Person having a blood alcohol content over the prescribed legal limit by the law in the state or country where the disablement resulted from the Insured Person being under the influence of alcohol or any other drug unless that drug was prescribed by a Medical Practitioner.
10. An Insured Person directly or indirectly suffering from stress, depression, anxiety, personality disorder or any psychosomatic, psychological, psychotic, mental or nervous disorder of any kind.
11. Any Pre-Existing Condition.
12. Taking part in a riot or civil commotion, strike or an industrial dispute.
13. Any event which results from the failure of the Insured Person to follow the treatment or advice of a qualified medical practitioner.
14. Deliberate exposure to danger (except in an attempt to save human life).
15. (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
(b) any legal liability of whatsoever nature

16. directly or indirectly caused by or contributed to or by or arising from
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
17. Any claims arising out of or relating to any e-mail / web-site and/or internet liability.
18. An act of terrorism including 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 threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. If the Underwriters allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Assured.
19. Any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
 - (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
 - (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

20. Any 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.

For the purpose of this endorsement 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 including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes 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.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

1. COMPLYING WITH INSURANCE CONDITIONS

The due observance and fulfilment of the terms of this Insurance and the truth of the statements and answers in the Application, and in any statements and medical evidence required from You or an Insured Person in connection with this Insurance, shall be conditions precedent to Our liability to make any payment under this Insurance.

2. FRAUD

Any fraud, mis-statement or concealment by You or an Insured Person in relation to any matter effecting this insurance or in connection with the making of any claim under it will give Us the rights provided for in the Insurance Contracts Act, including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the Insurance.

3. PREMIUM INSTALMENTS

If the premium for an Insured Person's insurance is to be paid by installment and;

- a. The Insured Person fails to make the payment in the specified manner or
- b. the payment is thirty (30) days overdue

We will not pay any claim that first arises after the installment became due.

This condition applies as each and every premium installment becomes due and cannot be disregarded because We may have previously accepted an installment after thirty (30) days.

The effect of this is that this insurance will be cancelled by Us if the Insured Person's installment are not received within thirty (30) days of being due and claims for Events occurring after the Premium Due Date will then be denied.

From time to time We may vary premium payments under this Insurance. Such premium variation shall be notified to You and to the Insured Persons in writing and will take effect from the next Premium Due Date.

It should also be noted that should We elect no longer to provide cover under this Insurance, We may decline to accept further premium or to renew this insurance after the next Premium Due Date. In that event We shall notify You and the Insured Person in writing at least thirty (30) days before cover ceases.

4. CANCELLATION

The Insurance may be terminated at any time at Your request by giving written notice to The Administration Manager, Guardian Underwriting Services Pty Ltd at the address specified on the Schedule in which case We will retain Our short period rate for the time the Insurance has been in force. We may cancel the Insurance at any time as provided by Section 60 of the Insurance Contracts Act 1984, the period of notice to You and the Insured Persons not being less than thirty (30) days.

5. CLAIMS PROCEDURE

- a. Written notice must be given to Guardian within thirty (30) days of the occurrence of any Event in respect of which a claim has arisen or may arise.
- b. All certificates and evidence required by Us shall be furnished as required at the Insured Person's expense.
- c. In order to assess a claim an Insured Person shall submit to a medical examination at Our expense as often as We may reasonably require.

6. REPORT OF CLAIM FORMS

Guardian will, upon receipt of a notice of claim, furnish such forms as are usually required by Us for filing Proof of Claim.

7. CLAIM CO-OPERATION

The Insured Person must assist and cooperate with Us in every way possible in providing Us with all necessary information, evidence and documentation We may reasonably require in support of the Insured Person's claim. Failure to comply with this condition may prejudice the Insured Person's claim under this Insurance.

8. PROOF OF CLAIM

Written Proof of Claim must be furnished to Us through Guardian within thirty (30) days after the date of the Event. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to do so, provided that the proof is furnished as soon as is reasonably possible and in no event except in the absence of legal capacity, later than twelve (12) calendar months from the time it would normally be required.

9. TIME OF THE PAYMENT OF CLAIM

Compensation other than periodic payment will be within ten (10) working days of receipt of all documentation which allows the claim to be effectively assessed. Periodic payment will be paid fortnightly, after the Waiting Period.

10. CLERICAL OR INADVERTENT ERROR

Any clerical or inadvertent error by any of the parties to this insurance shall not invalidate this insurance provided that it would have otherwise been validly in force, nor shall it continue this insurance if it was not validly in force.

11. DISPUTES

The Underwriters hereon agree that:-

a. In the event of a dispute arising under this Insurance, the Underwriters at the request of You or the Insured Person will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice in such court.

b. 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 enter an appearance on Underwriters' behalf, and who is directed at the request of You or the Insured Person to give a written undertaking that he will enter an appearance on Underwriters' behalf.

c. 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

12. INSURER OBLIGATIONS

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

13. SUBROGATION

In the event of any compensation payment under this Policy, We shall be subrogated to all of Your rights and the rights of an Insured Person to recovery against any person or entity and You and the Insured Person must execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. Neither You nor the Insured Person shall take action after any loss which will prejudice Our rights to subrogation.

14. PRIVACY - LLOYDS

Lloyd's and its agents are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 (the Act) and will be covered by the General Insurance Information Privacy code (the Code). These set basic standards relating to the collection, use, disclosure and handling of personal information.

"Personal information" is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, your complaint should be addressed to Guardian. If you are dissatisfied with the response, you may refer the matter to Lloyd's Australia Ltd, who has the appropriate authority to investigate and address matters of this nature. Lloyd's Australia can be contacted at

Suite 2, Level 21
Angel Place, 123 Pitt Street
Sydney, NSW, 2000
Telephone: 02 9223 1433
Fax: 02 9223 1466

Lloyd's Australia will respond in writing within 15 working days, and if you remain dissatisfied with their response you will be provided at that time with the details of any other avenues for resolution that may be available to you

15 PRIVACY POLICY - GUARDIAN

Guardian has always protected the privacy of personal information of our valued clients. The standards to which Guardian handles this personal information have now been set by the Commonwealth Privacy Act and the National Privacy Principles, that came into effect on 21 December 2001. All Staff, Representatives, Agents and Contractors have agreed to hold all information in confidence and not use it for any purpose except to carry out the service they are providing. Guardian does not sell or share names, addresses or any other information with third parties, except to the extent necessary to complete our obligations as stated in this document.

How & Why Do We Require Your Personal Information

Guardian collects information either directly from the relevant individuals or, in some cases, from third parties. They may provide information for someone else requiring the benefit of the services that Guardian offers, such as a director or officer or other staff member.

The information is collected to allow Guardian to provide insurance services including to arrange and place insurance cover, assess and underwrite risks, properly administer claims and source and facilitate finance.

Disclosure of Your Personal Information to Third Parties

As Guardian has a duty to maintain the confidentiality of clients affairs, Guardian will only disclose information to third parties when it believes it is necessary to assist in providing, managing and administering the services provided and products with which Guardian is involved. These third parties are also required to abide by the National Privacy Principles and use the personal information only for the services that they supply.

What We Expect of You

Guardian aims to ensure that personal information is up to date and accurate. Please contact Guardian if You or the Insured Person:

- Need to seek access to, or revise personal information
- Feel that the information Guardian currently has on record is incorrect or incomplete.

Transfer of Information Overseas

Guardian may transfer Your or an Insured Person's personal information overseas where it is necessary to provide the services. Some underwriters or re-insurers are based overseas and Guardian needs to provide Your personal information to them to arrange Your cover.

Opting Out

We regularly distribute information to clients about products and services, such as newsletters, which we believe may be of interest to You. If You do not wish to receive this additional information, please contact the Guardian office noted on the schedule.

How to Contact Us

If You wish to gain access to Your personal information, have a complaint about a breach of Your privacy or You have any query on how Your personal information is collected or used, or any other matter relating to Guardian's Privacy Certificate, You can speak to any of the Guardian staff, who will do their best to try to resolve Your issue as simply as possible at the address specified on your Certificate schedule. You can contact the Privacy Commissioner's Office at www.privacy.gov.au