

The Essington School Darwin Student Accident Insurance

Section 1 – Personal Accident Cover

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy:

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person suffers from a Bodily Injury or Accidental Death which results directly in the occurrence of one or more of the Events listed in the Table of Events included at the end of the wording, We will pay the corresponding benefit shown on the Policy Schedule, provided:

- a) the Event occurs within twelve (12) months of the date of the Bodily Injury (except for Dental); and
- b) an amount is shown in the Schedule for the Event(s) on the Table of Events; and
- c) in each case the Event is confirmed by a Doctor or Dentist.

Cover for Accidental Death is not limited to whilst the Covered Person is actually engaged in School Activities or Organised Sporting Activities and shall apply on a 24 hours per day, 7 days per week basis.

Notwithstanding the above, with respect to Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits, We will pay expenses incurred up to five (5) years after the date of the Bodily Injury resulting in Loss of Teeth or Dental Procedures provided the Covered Person has notified Us of the potential future dental expenses costs within twelve (12) months from the date of the Bodily Injury and a Dentist has certified future treatment is likely to be necessary. If We have not been notified within twelve (12) months of the Bodily Injury of potential future dental expenses, We will only pay for expenses incurred in the twelve (12) month period from the Bodily Injury.

Additional Cover Under Section 1

Bed Care Patient Expenses

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person incurs Bed Care Patient Expenses, We will pay up to the maximum amount shown in the Policy Schedule against Bed Care Patient Expenses.

Out of Pocket Expenses

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey and engaging in Education Activities or Organised Sporting Activities, the Covered Person sustains a Bodily Injury which directly results in otherwise unforeseeable expenses for Medical Aids, local transportation (other than in an ambulance) for the purpose of seeking medical treatment, and other non-medical expenses such as clothing and non-medical equipment, We will pay the actual and reasonable costs incurred up to the maximum amount shown in the Policy Schedule against Out Of Pocket Expenses, provided that those costs are not insured elsewhere under this Policy.

Clothing, Education &/or Sporting Equipment Expenses

If during the Period of Insurance and whilst the Person is a Covered Person, the Covered Person sustains a Bodily Injury requiring treatment by a qualified health care provider, We will pay the Clothing, Educational and/or Sporting Equipment Expenses incurred by the Covered Person due to the Bodily Injury. The maximum amount we will pay is as shown in the Policy Schedule against Clothing, Education and/or Sporting Equipment Expenses.

Emergency Home Help

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person suffers from a Bodily Injury which a Doctor certifies has caused disablement rendering the Covered Person unable to attend Education Activities for a period of more than seven (7) consecutive days, and a parent/guardian incurs additional Domestic Duties to care for the covered person, We will pay for the cost of reasonably and necessarily incurred Domestic Duties expenses as a result of that Bodily Injury up to the amount shown in the Policy Schedule against Emergency Home Help.

Emergency Transport/Rescue Expenses

If during the Period of Insurance and whilst the Person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person sustains a Bodily Injury resulting in the Covered Person requiring emergency transport, We will pay the Emergency Transport/Rescue Expenses incurred up to the maximum shown in the Policy Schedule against Emergency Transport/Rescue Expenses for any one (1) Accident resulting in the Bodily Injury.

Student Tutorial Costs

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person suffers from a Bodily Injury which a Doctor certifies has caused disablement rendering the Covered Person unable to attend Education Activities for a period of more than seven (7) consecutive days, We will pay the cost of reasonably and necessarily incurred home tutorial services as a result of that Bodily Injury up to the amount shown in the Policy Schedule against Student Tutorial Costs.

Non-Medicare Medical Expenses

If during the Period of Insurance and whilst the Person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person sustains a Bodily Injury and as a result incurs Non-Medicare Medical Expenses, We will pay the Non-Medicare Medical Expenses incurred up to a maximum shown in the Policy Schedule against Non-Medicare Medical Expenses per Covered Person for any one (1) Accident resulting in the Bodily Injury.

Fee Relief

If during the Period of Insurance and whilst the Covered Person is a Covered Person, the Covered Person's Parent/Guardian dies, We will pay the Covered Person's school fees incurred for tuition and boarding (if applicable) up to a maximum of four (4) terms and maximum amount shown in the Policy Schedule against Fee Relief. This benefit will be paid directly to the education institution the Covered Person is attending at the time of the death of the Parent/Guardian.

Parent/Guardian Visitation Expenses

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person sustains a Bodily Injury and is admitted as an in-patient of a hospital, which is more than 100 kilometres from the Covered Person's normal place of residence, we will pay the actual and reasonable transport and/or accommodation expenses incurred by their Parent/Guardian to travel to or remain with the Covered Person, up to the amount shown in the Policy Schedule against Parent/Guardian Visitation Expenses, subject to any restriction to do so.

Transport Expenses following an unexpected death of Parent/Guardian

If during the Period of Insurance a Covered Person's Parent/Guardian dies unexpectedly, the Transport Expenses relating to a Covered Person returning home from boarding school operated by the Policyholder are covered provided that the distance between the boarding school and normal residential address of the Covered Person exceeds 100km. We will pay the maximum amount shown in the Policy Schedule against Transport Expenses for the reimbursement of the actual costs incurred for transport expenses.

Exposure

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person is exposed to the elements as a result of an Accident and within twelve (12) months of the Accident the Covered Person suffers from any of the Events outlined in the Table of benefits) as a direct result of that exposure, the Covered Person will be deemed for the purpose of the Policy to have suffered a Bodily Injury on the date of the Accident.

Disappearance

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person disappears in any manner whatsoever and the Covered Person's body has not been found within twelve (12) months after the date of that disappearance, the Covered Person will be deemed to have died as a result of a Bodily Injury at the time of their disappearance.

Independent Financial Advice

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person sustains a Bodily Injury for which benefits are payable under 1-3. We will, in addition to payment of the benefit, and at the request of the Policyholder, the Covered Person or representatives of the Covered Person's estate, pay for professional financial advice in respect of the payment of the benefit for Events 1-3.. Provided, however that such advice is provided by an independent financial advisor who is not a Close Relative of the Covered Person and who is authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice. The maximum benefit payable for any one (1) Event is the amount shown in the Policy Schedule against Independent Financial Advice.

Accidental HIV Infection Benefit

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person is infected with the Human Immunodeficiency Virus (HIV) or any variation thereof or contracts Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC):

- a) as a direct result of Bodily Injury caused by a violent and physical bodily assault by another person on the Covered Person whilst they are a Covered Person; or
- b) as a direct result of receiving medical treatment provided by a Doctor for a Covered Person's Bodily Injury which was sustained whilst the Covered Person was a Covered Person during the Period of Insurance;

We will pay the Covered Person the amount shown in the Policy Schedule against Accidental HIV Infection Benefit, provided that:

- a) there is a positive diagnosis within 180 days of the event giving rise to the HIV infection;
- b) any event leading to or likely to lead to a positive diagnosis of HIV is reported to Us and medical tests are carried out by a Doctor no more than forty-eight (48) hours from the date and time of the event giving rise to the HIV infection; and
- c) a recognised laboratory carries out medical and clinical tests that conclusively prove that the Covered Person was not HIV positive at the time and date immediately before the event giving rise to the HIV infection. No benefit will be payable if you or the Covered Person fails to comply with or to provide the required level of proof.

Air or Road Rage Benefit

If, during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, including travelling to and from such activities the Covered Person is the victim of an Air or Road Rage Incident, We will reimburse the Policyholder or Covered Person for associated Air Rage or Road Rage Expenses (as defined), up to the amount shown in the Policy Schedule against Air or Road Rage Benefit.

Carjacking Benefit – Lump Sum Benefit

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey and engaging in Education Activities or Organised Sporting Activities, the Covered Person sustains a Bodily Injury as a result of being the victim of a Carjacking Incident, We will pay the Covered Person the amount shown in the Policy Schedule against Carjacking Assault Benefit.

Conditions Applicable to Section 1

1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2-5 listed in the Table of Events, We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person.
2. Benefits shall not be payable for more than one (1) of Events 1 to 22 listed in the Table of Events in respect of the same Bodily Injury.
3. Benefits shall not be payable:
 - a) for Out of Pocket Expenses and Bed Care Patient Expenses in excess of the Benefit Period as shown in the Schedule in respect of any one (1) Bodily Injury;
 - b) for Out of Pocket Expenses and Bed Care Patient Expenses during the Excess Period;
 - c) unless the Covered Person, as soon as possible after the happening of any Bodily Injury giving rise to a claim under the Policy, procures and follows proper medical treatment and advice from a Doctor or Dentist. Failure to follow proper medical treatment or advice may result in Us reducing or suspending Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure.
4. Where, in relation to benefits payable for Events 2 & 3, We do not agree with the opinion given by the Doctor, We have the right (at Our own expense) to have the relevant Covered Person examined by a Doctor of Our choice. If the Doctor (authorised by Us) forms an opinion that is contrary to the opinion of the initial Doctor, We will obtain an independent Doctor's opinion which will be the opinion used for the purposes of the definitions of Paraplegia, Quadriplegia or Loss of Mental Power.
5. All benefits paid under this Policy shall be payable to the Policyholder or such person or persons and in such proportions as the Policyholder shall nominate, unless otherwise specified in the Policy. We will not pay any medical provider directly for expense incurred.
6. Should a benefit be payable under this section of the Policy that is also payable under any other insurance policy insured with Us, only one (1) policy can be claimed against (i.e. the policy with the greatest benefit).

Specific Exclusions Applicable to Section 1

(Please also see General Exclusions Applicable to All Sections of the Policy on page 23)

The Policy shall not apply to an Event directly or indirectly resulting from:

1. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
2.
 - i. the Insured Person being a pilot or crew member of any aircraft; or
 - ii. the Insured Person engaging in any aerial activity except as a passenger in any properly licensed aircraft;
3. deliberately self-inflicted injury;
4. sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection which is sexually transmitted;
5. the Insured Person engaging in professional sport;
6. suicide;
7. pregnancy, childbirth or miscarriage.

Section 2– Kidnap and Ransom/Extortion and Personal Assets

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy:

If during the Period of Insurance and whilst the person is a Covered Person and engaged in Education Activities or Organised Sporting Activities, the Covered Person is Kidnapped or allegedly Kidnapped, receives Personal Extortion Threats or Property Damage Extortion Threats, is Wrongfully Detained or Hijacked, We will reimburse the Policyholder for:

- a) Extortion/Ransom Monies paid;
- b) In-Transit/Delivery Losses;
- c) Extortion/Kidnap Related Expenses; and
- d) Consultant Fees incurred

up to a maximum amount shown in the Policy Schedule.

Definitions and Interpretation Applicable to Section 2

Advisory means a formal recommendation of the Appropriate Authorities that a Covered Person or a class of persons including them, leave, or refrain from travelling to a particular country or locality.

Appropriate Authorities means the United States Department of State; the Foreign Office of the United Kingdom; the Australian/New Zealand Foreign Office or similar authority of the country where the event has taken place.

Consultants Fees means reasonable fees and expenses incurred solely and directly as a result of an event covered under this Section 2 – Kidnap and Ransom/Extortion and Personal Assets to hire any independent security consultants or other public relations or recall consultants, where the consultant and their fees and expenses have been approved by Us (Such approval not to be unreasonably withheld).

Extortion means Personal Extortion or Property Damage Extortion.

Extortion/Ransom Monies means extortion or ransom monies paid as a direct result of a Kidnapping or Extortion occurring during the Period of Insurance paid by anyone who is authorised by the Policyholder or a Covered Person or a Covered Person's Parent/Guardian to do so with Our approval. The term 'monies' shall include cash, monetary instruments, bullion, or the fair market value of any securities or property of services.

Extortion/Kidnap Related Expenses means any reasonable and necessary expenses incurred and paid by anyone who is authorised by the Policyholder or a Covered Person or a Covered Person's Parent/Guardian to do so with Our approval, solely and directly as a result of an event covered under this Section 2 – Kidnap and Ransom/Extortion and Personal Assets, including but not limited to:

1. the amount paid as reward to an Informant for information relevant to any covered Event; and
2. interest costs for a loan from a financial institution made to the relevant person for the purpose of paying Extortion/Ransom Monies; and
3. reasonable costs of travel and accommodation;
 - a) incurred by anyone who is authorised by the Policyholder a Covered Person or Covered Person's Parent/Guardian while attempting to negotiate an incident covered under this section 2 – Kidnap and Ransom/Extortion and Personal Assets;
 - b) of a Victim to join their immediate family upon their release;
 - c) to evacuate, a Covered Person and/or relatives living in the same household as the Covered Person who is the Victim.

4. reasonable and necessary overseas medical services and hospitalisation costs incurred by the Covered Person as a result of a covered Event under this section 2 – Kidnap and Ransom/Extortion and Personal Assets within thirty-six (36) months of either the release of the Victim or the last credible Extortion threat made during the Period of Insurance. These include but are not limited to any costs for treatment by a neurologist or psychiatrist, cost of cosmetic surgery, and expense of confinement for such treatment. Cover is extended to other persons involved in the handling or negotiation of a covered Event under this section 2 - Kidnap and Ransom/Extortion and Personal Assets.
5. reasonable and necessary fees and expenses of independent forensic analysts engaged by anyone who is authorised by the Policyholder or a Covered Person to do so.
6. rest and rehabilitation expenses, including travel, lodging, meals and recreation of the Victim and relevant person.
7. reasonable and necessary fees and expenses of a qualified interpreter assisting anyone who is authorised by the Policyholder or a Covered Person incurred as a result of an event covered under this section 2 - Kidnap and Ransom/Extortion and Personal Assets.
8. increased costs of security due to a covered Event under this section 2 – Kidnap and Ransom/Extortion and Personal Assets including but not limited to hiring of security guards, armoured vehicles and overtime pay to existing security staff, for a period of up to ninety (90) days, provided however that the independent security consultant(s) approved by Us have specifically recommended such security measures.

Hijacking means the illegal holding under duress, for a period in excess of six (6) hours, of a Covered Person whilst travelling on any aircraft, motor vehicle, waterborne vessel or similar conveyance.

Informant means any person, other than a Covered Person, providing information not otherwise obtainable, solely in return for a reward offered in relation to a Covered Person.

In-Transit/Delivery Loss means loss of Extortion/Ransom Monies due to destruction, disappearance, seizure or usurpation of Extortion/Ransom Monies while being delivered to a person demanding those monies by anyone who is authorised by the Policyholder, Covered Person or a Covered Person's Parent/Guardian to have custody thereof.

Kidnapping/Kidnapped means any event or connected series of events of seizing, detaining or carrying away by force or fraud, of one or more Covered Persons (except a minor by his or her parent or guardian) for the purpose of demanding Extortion/Ransom Monies.

Personal Extortion Threat means any threat or connected series of threats to kill, physically injure or kidnap a Covered Person, communicated for the purpose of demanding Extortion/Ransom Monies, where the Extortion/Ransom Monies are not in the possession of the Covered Person at the time of the threat.

Property Damage Extortion Threat means any threat or connected series of threats to damage the property of a Covered Person, communicated for the purpose of demanding Extortion/Ransom Monies, where the Extortion/Ransom Monies are not in the possession of the Covered Person at the time of the threat.

Premises means that portion of any building occupied by the Policyholder as a place to conduct business or a residence occupied by a Covered Person.

Victim means the Covered Person who is the subject of an event covered under Section 2 – Kidnap & Ransom/Extortion and Personal Assets.

Wrongful Detention means the arbitrary or capricious involuntary confinement of a Covered Person (without demanding Extortion/Ransom Monies) by person(s) acting as agent(s) of or with the tacit approval of any government or government entity, or acting or purporting to act on behalf of any insurgent party, organisation or group. A connected series of wrongful detentions will be considered one (1) Wrongful Detention.

Specific Exclusions Applicable to Section 2

(Please also see General Exclusions Applicable to all Sections of the Policy on page 22)

We will not be liable for loss caused by or resulting either directly or indirectly from or involving:

1. the fraudulent, dishonest, or criminal acts of the Policyholder, any Covered Person, the Parent/Guardian of the Covered Person or any other person authorised to have custody of any Extortion/Ransom Monies. This exclusion will not apply to the payment of Extortion/Ransom Monies in a situation where local authorities have declared such payment illegal; or any loss resulting from the surrender of money or property as the result of a face-to-face encounter involving the use or threat of force or violence unless such monies or property are Extortion / Ransom Monies being stored or transported for the purpose of paying an Extortion or Kidnap demand; or
2. monies or property surrendered on the Premises unless brought onto the Premises because of any Extortion or demand for Extortion/Ransom Monies for the purpose of paying that demand; or
3. Wrongful Detention in the following circumstances only:
 - i. any actual or alleged violation of the laws of the host country by the Policyholder or Covered Person or their failure to maintain and possess duly authorised and issued required documents and visas, unless We determine that the allegation was intentionally false, fraudulent, and malicious and made solely to achieve a political, propaganda, or coercive effect upon or at the expense of the Policyholder or Covered Person;
 - ii. failure of a Covered Person covered by Section 2 – Kidnap & Ransom/Extortion and Personal Assets to comply with an Advisory within ten (10) days after its issue by the Appropriate Authorities. Any person entitled to cover agrees to reimburse Us for any payments made by Us which are ultimately determined not to be covered because of the application of this exclusion.
4. actual loss or damage to property of any description, including intellectual property, as a result of a covered Event or the carrying out of a Personal Extortion or Property Damage Extortion threat. This exclusion does not apply to covered In-Transit/Delivery Loss.

Specific Conditions Applicable to Section 2

1. *Prior to Payment*

If a covered Event occurs, the Policyholder, Covered Person or Covered Person's Parent/Guardian(s) must make every reasonable effort to:

- (i) determine that an Event covered under the Policy has actually occurred; and
- (ii) give immediate notice to Us and provide regular updates of any activity occurring during the incident.

2. *Due Diligence*

Any person entitled to cover will use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss(es) covered under this Section 2– Kidnap & Ransom/Extortion and Personal Assets.

3. Should a benefit be payable under this section of the Policy that is also payable under any other insurance policy insured with Us, only one (1) policy can be claimed against (i.e. the policy with the greatest benefit).

4. *Assistance and Co-operation*

The Policyholder and Covered Person or the Covered Person's Parent/Guardian(s) or other persons entitled to claim will co-operate with Us in all matters relating to this Section 2 – Kidnap & Ransom/Extortion and Personal Assets. This may include attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in achieving settlements and in conducting litigation, arbitration, or other proceedings.

Section 3 – Trauma Counselling Benefit

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy, If during the Period of Insurance and whilst a Covered Person and engaged in Education Activities or Organised Sporting Activities, the Covered Person is a victim of, or witnesses a criminal act such as kidnapping, hijacking, sexual assault, rape, murder, violent robbery or an act of terrorism and as a result suffers psychological trauma, We will pay the cost of Trauma Counselling up to the amount shown in the Policy Schedule with respect to any (1) event provided that such treatment is certified as necessary by a Doctor for the wellbeing of the Covered Person.

Definitions Applicable to Section 3

Psychologist and/or Psychiatrist means a Covered Person's attending psychologist and/or psychiatrist who is registered or licensed to practice their medical discipline under the laws of the country in which they practice, other than:

- a) the Policyholder; or
- b) the Covered Person; or
- c) a close relative of the Covered Person, a member of the immediate family of the Covered Person; or
- d) an employee of the Policyholder.

Trauma Counselling means the treatment provided and recommended by a Psychologist and/or Psychiatrist.

General Exclusions Applicable to all Sections of the Policy

These general exclusions apply to all covers under the Policy unless they are expressly stated not to apply in relation to the cover or the Policy.

We will not pay benefits with respect to any loss, damage, liability, Event or Bodily Injury which directly or indirectly:

1. results from a Covered Person:
 - a) flying, or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers; or
 - b) training for and/or participating in Professional Sport of any kind.
2. results from any intentional self-injury, suicide, reckless misconduct or any illegal or criminal act committed by the Policyholder or a Covered Person.
3. results from a Covered Person suffering from any stress or psychiatric condition, including but not limited to depression, anxiety, neurosis, psychosis, mental or emotional stress, physical fatigue, mental disease or associated disorders except with respect to Section 1 – Personal Accident Cover- Event 3 – Loss of Mental Powers .
4. results from War, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power in Australia or a Covered Person's country of residence, or any of the following countries: Afghanistan, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Somalia or Sudan.
5. is covered by:
 - a) Medicare;
 - b) any workers compensation legislation;
 - c) any transport accident legislation;
 - d) any common law entitlement;
 - e) any government sponsored fund, plan or medical benefit scheme; or
 - f) any other insurance policy required to be effected by or under law;
6. results from childbirth or pregnancy (except for unexpected medical complications of emergencies arising therefrom);
7. results from a Pre-Existing Medical Condition.
8. would result in Our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Health Insurance Business) Rules 2010 or the National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts.
9. 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) except where the HIV/AIDS was contracted through Bodily Injury.

General Conditions Applicable to all Sections of the Policy

These general provisions apply to all covers and the Policy unless they are expressly stated not to apply in relation to the cover or the Policy.

Aggregate Limit of Liability

1. Except as stated below, Our total liability for all claims arising under the Policy during any one (1) Period of Insurance shall not exceed the amount shown in the Policy Schedule.
2. Our total liability for all claims arising under the Policy during any one (1) Period of Insurance relating directly to a Non Scheduled Flight(s) shall not exceed the amount shown in the Policy Schedule.
3. In the event that claims are made under the Policy which exceed the above Aggregate Limits of Liability, We shall reduce the payments made with respect to each Covered Person in such manner as We may determine. Any determination as to the amount payable in these circumstances shall be made at Our entire discretion and shall not be the subject of any challenge of any kind.

Assistance and Co-operation

The Policyholder, Covered Person and the Covered Person's Parent/Guardian(s) shall co-operate with Us in all matters relating to this Policy and upon Our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Policyholder or Covered Person because of Bodily Injury or damage with respect to which insurance is afforded under the Policy. In that regard, the Policyholder and Covered Persons and the Covered Person's Parent/Guardian(s) (where relevant) shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Policyholder or Covered Persons shall not, except at the Policyholder's own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the Accident.

Breach of Conditions

If the Policyholder or a Covered Person is in breach of any of the conditions of the Policy (including a claims condition), We may decline to pay a claim, to the extent permitted by law.

Cancellation

The Policyholder may cancel the Policy at any time by notifying Us in writing. The cancellation will take effect at 4.01pm (in the state or territory where the policy was effected) on the day We receive the Policyholder's written notice of cancellation or such time as otherwise agreed. We may cancel the Policy, for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 by issuing a notice thirty (30) days in advance in writing in accordance with Section 59 of the Insurance Contracts Act 1984. If the Policy is cancelled by either the Policyholder or Us, We will refund the Premium for the Policy less any statutory charges and taxes that cannot be refunded and less a pro rata proportion of the Premium to cover the period for which insurance applied. However, We reserve the right not to refund any Premium, or only a portion of the Premium, if We have paid a benefit under the Policy.

Change of Business Activities

The Policyholder must inform Us as soon as is reasonably practicable of any alteration in the Policyholder's business activities.

Claim Offset

Except for – Accidental Death & Permanent Disabilities - Lump Sum Benefits, there is no cover under the Policy for any loss, damage, liability, event or Bodily Injury which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what the Policyholder or the Covered Person would be otherwise entitled to recover under the Policy, where permissible by law.

Currency

All amounts shown on the Policy are in the currency stated in the Schedule. If expenses are incurred in a currency different to the currency shown in the Schedule, then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a loss.

Due Diligence

The Policyholder and all Covered Person(s) will exercise due diligence in doing all things to avoid or reduce any loss under the Policy.

Headings

Headings have been included for ease of reference and it is understood and agreed that the terms, conditions and exclusions of the Policy are not to be construed or interpreted by reference to such headings.

Notice of Claim

The Claimant must give Us written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. A Claimant's failure to furnish Us with notice within the time provided in the Policy will not invalidate any claim but We may reduce Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure. The Claimant must at their expense give Us such certificates, information and other documentation as We may reasonably require. We may at Our own expense have any Claimant, who is the subject of a claim under the Policy, medically examined from time to time.

Other Insurance

In the event of a claim, the Policyholder or a Covered Person must advise Us as to any other insurance they are entitled to claim under or have access to that covers the same risk.

Proper Law

Any dispute arising under the Policy or concerning its formation shall be governed by the laws of the appropriate state or territory of the Commonwealth of Australia. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the said state or territory and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such court.

Sanctions Clause

This insurance does not cover or pay claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any loss or expenses with respect to a specially designated person, entity, group or company on the Specially Designated List or to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including but not limited to, the payment of claims.

Singular/Plural

If it is consistent with the context of any clause in this Policy, the singular includes the plural and vice versa.

Subrogation

If We pay an amount under the Policy, We shall be subrogated to all of the Claimant's rights to recovery against any person or entity other than the Policyholder, Covered Person or other persons covered by this Policy and a Claimant must execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. A Claimant must not take action which will prejudice Our rights to subrogation.

We will not be liable for a loss where the Claimant is a party to an agreement that excludes or limits Our rights to recover damages from a third party in respect of that loss, whenever that agreement was made, i.e. before or after the loss occurred. The effect of this provision is that the Claimant may prejudice the Claimant's rights with regard to a claim if the Claimant makes or has made any agreement with a third party that will prevent Us from recovering the loss from that party or another party.