



# Not for Profit Voluntary Workers Personal Accident Policy and Product Disclosure Statement

(Issued 1 April 2019)



Making a real difference to the way insurance is provided  
to the Not for Profit sector

## Community Underwriting - Our Story

Community Underwriting operates under a unique business model in the Australian insurance market.

Our story begins over 25 years ago when the NSW Meals on Wheels Association assisted a few member Services that were having difficulty obtaining insurances at a reasonable cost.

That grew over the next twenty years into a comprehensive insurance facility assisting over 800 Not for Profits around Australia. In 2014 we created a change in the way that the facility provided insurance to Not for Profit organisations.

Today we are an underwriting agency majority owned by our larger Not for Profit clients, returning our surplus funds back into the sector.

Our 25 year heritage and being uniquely owned by the sector gives us a level of knowledge and empathy that is difficult to match in a corporate insurance organisation.

Our business model is tangible proof of this difference. Each year seventy percent of our surplus is returned to our Not for Profit shareholders as donations.

A further five percent of our surplus is set aside each year to fund a small grants program for our non shareholder clients. Our insurer and broker partners now add to this grants pool to enable us to expand even further the number of clients that we are able to assist.

Join us in making a real difference to the way insurance is provided in our sector.

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**Insuring Not for Profits - It's All We Do**

Community Underwriting Agency Pty Ltd  
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# Part A: Important Information and Product Disclosure Statement

## About this Product Disclosure Statement (PDS)

This PDS is provided specifically for this Policy and provides general information only. It should be read in conjunction with the full Policy wording that forms part of this document.

This Policy is a group Policy. This means that although it is issued to You, it provides cover to a number of beneficiaries. These beneficiaries are called Insured Persons. This PDS differentiates between You and Insured Persons.

The purpose of this PDS is to help You understand the cover offered to Insured Persons and provide You with sufficient information to enable You to compare and make an informed decision about purchasing this Policy. The PDS also sets out the significant features, benefits and risks associated with this Policy. You still need to read the Policy Wording for a full description of the terms, conditions and limitations.

Before this Policy may be issued to You, You must read this PDS, complete a Proposal and sign a declaration.

## About Community Underwriting

Community Underwriting Agency Pty Ltd (Community Underwriting) acts under a binding authority as Agent for Mitsui Sumitomo Insurance Company Ltd (MSI) to issue, vary and cancel policies on MSI's behalf. In all aspects of this Policy, Community Underwriting acts as an agent for MSI, the Insurer and not for the Insured.

## About The Insurer

Mitsui Sumitomo Insurance Company Ltd (MSI) ABN 49 000 525 637 AFS License No. 240816 is part of the Tokyo listed MS & AD Insurance Group with a global network of offices across 42 countries and regions.

## General Advice

Any general advice that may be contained within this PDS or accompanying material does not take into account anyone's individual objectives, financial situation or needs. Such matters should be considered in determining the appropriateness of this product. Consideration also needs to be given to whether the limits, type and level of cover are appropriate.

## The Duty of Disclosure

### *Your duty of disclosure*

Before you enter into an insurance contract, you have a duty of disclosure under the *Insurance Contracts Act 1984*.

If We ask you questions that are relevant to Our decision to insure You and on what terms, You must tell us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You.

### *If You do not tell Us something*

If You do not tell us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## *Renewal of Eligible Contracts of Insurance*

### *Your duty of disclosure*

Before you enter into an insurance contract, you have a duty of disclosure under the *Insurance Contracts Act 1984*.

If We ask you questions that are relevant to Our decision to insure You and on what terms, You must tell us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

Also, We may give You a copy of anything that You have previously told Us and ask You to tell us if it has changed. If We do this, You must tell us about any change or tell Us that there is no change.

You have this duty until We agree to renew the contract.

### *If You do not tell Us something*

If You do not tell us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## What is Group Personal Accident Insurance?

This Policy is designed to provide Insured Persons with certain benefits. For example, if an Insured Person suffers an Injury as a result of an accident that prevents the Insured Person from working in their Occupation, We will pay the Insured Person a Weekly Benefit calculated in accordance with the Policy and the limits set out in the Schedule.

### Cover

The cover provides certain benefits to Insured Persons for death, injury or disability caused by an injury while Insured Persons are performing authorised voluntary work or while they are travelling to, from or during the voluntary work. For an Injury to be covered it must occur when Insured Persons are:

- a. performing authorised voluntary work on Your behalf; and
- b. travelling from their usual place of residence to the voluntary work or from the voluntary work to their usual place of residence, but not while travelling by air; or
- c. travelling during the course of carrying out authorised voluntary work,

### Capital Benefits

Death and disability Benefits are paid in accordance with the Capital Benefits Table. We recommend You look at the Capital Benefits Table to see what benefit is payable for what type of disablement or injury. The percentages in the Table represent a percentage of the total Capital Benefit insured which is shown in Your Schedule.

### Additional Benefits

The following table sets out a summary of the main additional benefits available as a result of a covered Injury. Please read the Policy wording for a full description of the Benefits and when they may apply.

The amount paid, any excess or waiting period might vary for each additional Benefit but will be shown in the Schedule.

The maximum period for which a Weekly or daily Benefit will be paid is also shown in the Schedule.

<b>Loss of Earnings Benefit</b>	Weekly Benefit up to 85% of the Insured Person's earnings, if the Insured Person becomes incapable of carrying out all of their duties in their Occupation up to the maximum period shown in the Schedule.
<b>Additional Policy Benefits</b>	<p>The Policy extends to include a number of additional benefits in addition to the Capital Benefits and Loss of Earnings Benefits including:</p> <ul style="list-style-type: none"> <li>• Broken bones and teeth</li> <li>• Modification of an Insured Person's home, workplace or motor vehicle</li> <li>• Funeral expenses</li> <li>• Home help</li> <li>• Non medicare medical costs</li> <li>• Rehabilitation or return to work assistance</li> <li>• Out of pocket expenses including transportation, home tutorial and membership cancellation</li> <li>• Dependent children benefits</li> <li>• Independent financial advice</li> <li>• Coma benefit</li> <li>• Miscarriage / premature Child Birth</li> <li>• Partner retraining</li> <li>• Remote accommodation and transport;</li> <li>• Workplace assault or trauma</li> <li>• Accidental HIV infection</li> <li>• Education fund</li> <li>• Bed care</li> <li>• Corporate image protection</li> </ul>
	Please read the complete Policy wording to understand the extent of cover provided for each benefit and the exclusions and limitations.

Please note that this is a summary of the Benefits available under this Policy and does not form part of the Policy. You must read the Policy to ensure that its Benefits match Your required level of cover.

The Insured Persons are unable to choose what level of cover they have under this Policy. The Insured Persons are unable to elect whether or not they are covered under this Policy. Please note that this Policy does not provide benefits to You, only Insured Persons.

### **Not Everything is Covered**

Not everything is covered by the Policy - there are limitations. It is important that You read the Policy carefully to understand the extent of cover and its limitations.

If You or an Insured Person do not comply with the Policy terms and conditions or the duty of disclosure, We can refuse to pay all or part of a claim.

### **Cooling Off**

There is a 21 day cooling off period. If You are not completely satisfied with this Policy, You can cancel it by writing to Us or Your insurance intermediary within 21 days of the issue date and receive a full refund, other than non-refundable government taxes and duties. This will not apply if You or an Insured Person makes a claim under the Policy within the 21 day period.

### **Privacy Statement**

#### ***Privacy Statement***

We collect personal information when you deal with Us, our agents, or suppliers acting on Our behalf. We use Your personal information so we can do business with You, which includes issuing and administering Our products and services and processing claims. Sometimes We might send Your personal information overseas.

#### ***Purpose for collection of information***

The personal information We collect from You or Your insurance broker enables us to provide our products and services. This may include processing, investigating and settling claims; offering products and services that may be of interest to You and conducting market research for products and services that may be relevant to You.

#### ***Disclosure of Information that you provide to us***

We will only use the information in accordance with the terms of the Privacy Policy. Without limiting the application of the Policy We may disclose personal information to other individuals or organisations in connection with Your claim, including legal advisors, other parties, other lawyers, experts and witnesses, courts

and tribunals and other organisations that need to be involved in the matter. By submitting Your notification and continuing to deal with Us You consent to Us and these parties collecting, using and disclosing personal and sensitive information about You for these purposes. By signing the claim form You are consenting to the above.

We will do our best to ensure that they protect the information in the same way that We do. We may provide this information to others if We are required to do so by law or under some unusual other circumstances which legislation permits.

#### ***Direct Marketing***

We do not disclose personal information that we collect to a third party for the purpose of allowing them to direct market their products and services unless you have given us your permission for us to do this.

#### ***Further Information***

If you would like further information, please review the full Privacy Policy at [www.communityunderwriting.com.au](http://www.communityunderwriting.com.au) and [www.msi-oceania.com](http://www.msi-oceania.com) or if you have any complaints or concerns over the protection of the information you have given to us or that we have collected from others, contact:

Community Underwriting Agency Pty Ltd  
P.O. Box 173, Balmain NSW 2041  
Telephone 02 8045 2580

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Level 18, 1 Bligh Street  
Sydney, NSW 2000  
Telephone 02 9222 7600  
Facsimile 02 9232 7006

## Part B: Policy Wording Insuring Clauses

### The Cover

Where an Insured Person suffers an Injury as a direct result of an Accident that took place within the Policy Period We will pay the corresponding amounts in the Table of Benefits contained in the following Insuring Clauses provided that:

- the Injury was suffered whilst engaging in any voluntary work on behalf of the Insured; and
- the Injury occurs within 12 months of the Accident.

### Insuring Clauses

#### 1. Capital Benefits

For items 1 - 35 the benefit payable is an amount calculated by applying the benefit percentage to the Capital Benefit Sum Insured shown in the Schedule.

Table of Benefits:

	Capital Benefit	Benefit %
1.	Death	100%
2.	Permanent Total Disablement	100%
3.	Permanent Paraplegia or Quadriplegia	100%
4.	Permanent paralysis of all limbs	100%
5.	Permanent Loss of use of two limbs	100%
6.	Permanent Loss of use of one limb	100%
7.	Permanent and incurable insanity	100%
8.	Permanent total Loss of sight of one or both eyes	100%
9.	Permanent total Loss of the lens in both eyes	100%
10.	Permanent total Loss of the lens in one eye	60%
11.	Permanent total Loss of hearing in both ears	100%
12.	Permanent total Loss of hearing in one ear	30%
13.	Permanent total Loss of liver	75%
14.	Permanent total Loss of two kidneys	75%
15.	Permanent total Loss of one kidney	35%
16.	Permanent total Loss of sexual function	45%
17.	Permanent total Loss of two testicles	40%
18.	Permanent total Loss of one testicle	7.5%
19.	Permanent total Loss of spleen	30%
20.	Permanent disfigurement to more than 50% of the surface of the head and neck	75%
21.	Permanent disfigurement to more than 20% of the remainder of the external body	50%
22.	Permanent total Loss of use of a thumb and all fingers on one hand	80%

23.	Permanent total Loss of use of all the fingers on one hand	50%
24.	Permanent total Loss of use of two joints of a thumb	30%
25.	Permanent total Loss of use of one joint of a thumb	15%
26.	Permanent total Loss of use of three joints of a finger	15%
27.	Permanent total Loss of use of two joints of a finger	10%
28.	Permanent total Loss of use of one joint of a finger	7.5%
29.	Permanent total Loss of use of a foot	15%
30.	Permanent total Loss of use of a big toe	5%
31.	Permanent total Loss of use of one joint of a big toe	3%
32.	Permanent total Loss of use of each other toe	3%
33.	Broken leg or kneecap that will not join	10%
34.	Shortening of a leg by at least 5 centimetres	7.5%
35.	Any Permanent disability or disfigurement that is not total or is not listed under Events 8 to 33 above inclusive	Refer 1.1 below

1.1 The benefit payable under Capital Benefit no 35 will be such percentage of the Capital Benefit sum insured which corresponds to the percentage reduction in whole bodily function, to be certified by a minimum of three Medical Professionals, one of whom will be the Insured Person's own treating Medical Professional and the remaining two will be appointed by Us. In the event of a disagreement the percentage amount payable will be the average of the three opinions. The maximum amount We will pay is 75% of the Capital Benefit sum insured.

#### 2. Loss of Earnings Benefits

The benefit payable under this Insuring Clause is calculated as follows:

- 2.1 Where an Insured Person suffers Temporary Total Disablement as a result of an Injury which continues after the Excess period nominated in the Schedule, We will pay up to 85% of the Earnings of an Insured Person or the Weekly Benefit nominated in the Schedule, whichever is the lesser.
- 2.2 Where an Insured Person suffers Temporary Partial Disablement as a result of an Injury which continues after the Excess period nominated in the Schedule, We will pay subject to the Benefit Period the Weekly

Benefit less any partial Earnings of an Insured Person generated as a result of working in a reduced capacity, provided that:

- a. the total amount payable does not exceed the Earnings of the Insured Person; and
- b. should an Insured Person be able to return to work in a reduced capacity but elects not to do so, then the benefit payable will be 25% of the Weekly Benefit.

Cheekbone, shoulder or hairline fracture of skull or spine	\$3,000
Arm, elbow, kneecap, wrist or ribs (other fracture)	\$2,500
Nose or collarbone	\$2,000
Foot or hand	\$1,500
Arm, elbow, kneecap, wrist or ribs (simple fracture)	\$1,000
Finger, thumb or toe	\$750

If an Insured Person sustains an Injury for which benefits are payable under Insuring Clause 2.1 above, We will pay at the time of first payment twelve (12) weeks benefits within 7 days of receiving certification from a Medical Professional that the total period of Temporary Total Disablement will exceed a minimum of twenty six (26) weeks.

After payment of a benefit under Insuring Clause 2.1 or 2.2 above continuously for 12 months and again after each subsequent period of 12 months during which a benefit is paid, the benefit will be increased by a compound rate of 5%.

### 3. Additional Policy Benefits

We will provide the following cover, provided always that:

- a. the cover provided by each Additional Benefit is subject to the Schedule, Insuring Clauses, Claims and General Conditions, Exclusions and Definitions and any other terms of the policy (unless otherwise expressly stated); and
- b. the inclusion of any Additional Benefit will not increase the Aggregate Limit of Liability. Where a sub-limit is stated in respect of any Additional Benefit, such sub-limit shall form part of and not be in addition to the Aggregate Limit of Liability.

#### 3.1 Broken Bones and Teeth

If an Insured Person suffers an Injury which results in any of the conditions listed in the following tables, We will pay the corresponding benefit shown in the table:

Broken Bones Table	Benefit Payable
<b>Injury resulting in the following fractured bones:</b>	
Neck, skull or spine (complete fracture)	\$10,000
Hip	\$7,500
Jaw, pelvis, leg, ankle or knee (other fracture)	\$5,000

Provided that:

- i. complete fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces; and
- ii. a simple fracture means a closed fracture in which there is a basic and uncomplicated break in the bone with little or no bone displacement and which in the opinion of a Medical Professional requires minimal and uncomplicated medical treatment; and
- iii. a hairline fracture means a mere crack or thin line between two segments of a bone which remain aligned and where the fracture does not extend through the bone; and
- iv. other fracture means any fracture other than a simple or hairline fracture; and
- v. in the case of an established non-union of any of the above fractures, We will pay an additional 5% in benefit; and
- vi. the maximum benefit We will pay as a result of any single Accident will be \$10,000.

Dental Table	Benefit Payable
<b>Injury resulting in the Loss of teeth or requiring dental procedures</b>	
Loss of teeth or full capping of teeth	\$250 per tooth
Partial capping of teeth	\$ 125 per tooth

Provided that:

- i. tooth or teeth means a sound and natural permanent tooth, but excludes any first or milk teeth, dentures, implants or dental fillings; and
- ii. the maximum benefit We will pay as a result of any single Accident will be \$2,000.

### 3.2 Modification Expenses

If an Insured Person is entitled to 100% of the Capital Benefit (other than for Capital Benefit 1), We will pay up to an additional \$15,000 for costs necessarily incurred to modify the Insured Person's home and/or motor vehicle, or relocating to a suitable home provided that the modifications and/or relocation are prescribed by a Medical Professional.

### 3.3 Funeral Expenses

In the event of the death of an Insured Person resulting in the payment of Capital Benefit 1, We will also pay up to an additional \$10,000 for funeral expenses, including costs for burial or cremation and the transportation of an Insured Person's body or ashes and personal effects back to a place nominated by the Insured Person's spouse or partner or the legal representative of the Insured Person's estate.

### 3.4 Home Help

If an Insured Person becomes incapable of attending to their usual Domestic Duties as the result of an Injury covered by the Policy, We will indemnify them for the actual and reasonable costs necessarily incurred to employ domestic help, provided that:

- a. the maximum We will pay for this additional benefit is \$500 per week for an aggregate period not exceeding 52 weeks; and
- b. payments under this additional benefit will be made at the end of each 4 week period on receipt of a tax invoice; and
- c. We will only cover services that are provided by persons other than members of the Insured Person's family or other relatives or persons permanently living with the Insured Person; and
- d. We will only cover services where a Medical Professional has certified that they are required as being necessary for the recovery of the Insured Person.

We will not pay for this additional benefit:

- i. for more than one Injury, at any one time; or
- ii. once the Insured Person can care for themselves at home as they could before the Injury.

Where we have accepted a claim under Insuring Clause 2 and the Insured Person requires full-time care, We will pay an additional benefit where an immediate family member ceases permanent

employment and no longer is earning an income solely because of the provision of that care.

The benefit payable will be the lesser of:

- a. \$1,000 per week; or
- b. the lost income the family would have earned if the Insured Person had not been disabled.

Provided that the benefit is only payable:

- i. whilst the Insured Person is totally disabled for a period up to maximum of 3 months; and
- ii. where a Medical Professional has certified that the Insured Person is confined to bed due to the Injury and requires full-time care.

### 3.5 Non Medicare Medical Costs

If an Insured Person suffers an Injury We will reimburse where permissible by law, expenses that are paid:

- a. to any Medical Professional, nurse, hospital or ambulance services for medical, surgical, x-ray, hospital or nursing treatment;
- b. for any physiotherapy, chiropractic, osteopath, massage or naturopathic treatment (where certified as necessary for the recovery of the Insured Person by a Medical Professional);
- c. for any medical supplies, non-prescription pharmaceutical costs, orthotics, splints and prosthesis.

Provided that:

- i. the maximum We will pay for this Additional Benefit is \$10,000.
- ii. the expenses are incurred within 12 months of the Injury unless any delay is on the advice of a registered Medical Professional or dentist.

We will not pay for any expenses:

1. that are covered partially or in full by Medicare; or
2. that are recoverable from any private health insurance or any statutory insurance scheme such as workers compensation, except for any amounts in excess of the amount recoverable from such other source; or
3. that the law states We cannot cover, such as the Medicare gap (being the difference between payment made by Medicare and the Medicare



- Benefits Schedule fee for the expense); or
- 4. for any dental treatment unless such treatment is necessarily required to teeth (other than dentures) as a result of Injury, less any amounts paid under the Dental Table in Clause 3.1; or
- 5. which are less than \$50 any one individual expense.

### 3.6 Rehabilitation or Return to Work Assistance

If an Insured Person suffers an Injury covered by Insuring Clause 2.1 or 2.2, We will also pay up to \$5,000 for costs reasonably incurred for the Insured Person to participate in a return to work program, retraining program or rehabilitation program provided that We agree to the Insured Person incurring the costs and the program has been approved by the Insured Person's Medical Professional.

### 3.7 Out of Pocket Expenses

If an Insured Person suffers an Injury We will reimburse the following out of pocket expenses which are incurred as a direct result of the Injury :

- a. where We have accepted a claim under Insuring Clause 2:
  - i. up to \$200 per week for an aggregate period not exceeding 26 weeks to cover the reasonable costs incurred for the hire of a suitable chauffeured vehicle, taxi or ride share to transport the Insured Person directly to and from:
    - 1. their usual place of residence and a local hospital or other local provider of medical services; or
    - 2. their usual place of work and their usual place of residence, if the Insured Person recovers sufficiently to return to work;

and the Medical Professional certifies that they are unable to drive a motor vehicle or travel on other available modes of public transport.

- ii. where the Insured Person is registered as a full time student and is unable to attend regular scheduled classes, the reasonable costs of home tutorial services up to a maximum of \$500 per week for an aggregate period not exceeding 52 weeks.

Provided that home tutorial services must be carried out by persons other than members of the Insured Person's family or other relatives.

- b. where We have accepted a claim under this Policy under either Insuring Clause 1 or Insuring Clause 2:
  - i. a pro-rata refund of any prepaid annual membership, association or registration fee of any professional association, union, industry body, sporting or similar organisation where a Medical Professional has certified that the Insured Person is unable to continue to attend or participate in any such organisation.
  - ii. any other out of pocket expenses not otherwise payable under this Policy necessarily incurred solely and directly from Injury which is not recoverable from any other source.

The maximum amount We will pay under this Additional Benefit 3.7 b is \$5,000.

### 3.8 Dependent Children

If an Insured Person suffers an accidental death Covered by Capital Benefit 1 and is survived by Dependent Children:

- a. We will pay to the Insured Person's beneficiary or legal representative a lump sum benefit of \$5,000 for each surviving Dependent Child subject to a maximum amount of \$25,000 any one family.
- b. the Insured Person's Spouse or Partner is killed as a result of the same Accident, We will pay to the legal representative of the Insured Person's estate a lump sum benefit of \$10,000 for each surviving Dependent Child subject to a maximum amount of \$50,000 any one family.
- c.

### 3.9 Independent Financial Advice

If an Insured Person suffers an Injury and is entitled to a payment of 100% of the Capital Benefit, We will reimburse the Insured Person or the Insured Person's Spouse or Partner (or the legal representative of the Insured Person's estate) up to \$5,000 for independent professional financial advice provided by a qualified financial planner within six months of the date of the Injury.

### 3.10 Coma

If an Insured Person suffers an Injury which directly results in the Insured Person being in a state of coma, We will pay to the Insured Person's Spouse or Partner (or the legal representative of the Insured Person's estate) an amount of \$500 per week for each week that the Insured Person remains in a coma and for an aggregate period not exceeding 26 weeks.

### 3.11 Miscarriage / Premature Child Birth

If an Insured Person suffers an Injury which directly results in them:

- a. suffering a miscarriage; or
- b. having to undergo a premature child birth (prior to 26 weeks gestation);

We will pay the Insured Person a lump sum benefit of \$5,000.

### 3.12 Partner Retraining

If an Insured Person suffers an Injury which directly results in death or Permanent Total Disablement, We will reimburse the Insured Person's Spouse or Partner up to \$10,000 for the actual and reasonable costs incurred for training or retraining the Spouse or Partner:

- a. for the sole purpose of obtaining gainful employment or re-employment; or
- b. to improve the prospects of their employment or re-employment; and/or
- c. to improve the quality of care that they are able to provide to an Insured Person suffering Permanent Total Disablement.

Provided that:

- i. the training is provided by a recognised institution with qualified skills to provide such training; and
- ii. the Spouse or Partner is less than 65 years of age at the commencement of the training or retraining; and
- iii. all such expenses are incurred within 24 months from the date of the Injury.

### 3.13 Remote Accommodation and Transport

If an Insured Person suffers an Injury and is required to be hospitalised as a patient of a hospital or medical facility for a period exceeding 3 days, and the hospital or medical facility is more than 100 kilometres from their

normal place of residence, We will pay the actual and reasonable expenses of any Spouse or Partner and/or Dependent Children to travel to and remain with the Insured Person up to a maximum amount of \$10,000.

### 3.14 Workplace Assault or Trauma

If an Insured Person whilst engaging in any voluntary work on behalf of the Insured either:

- a. suffers an injury as a result of an unprovoked attack; and/or
- b. witnesses and/or suffers Injury as a result of any threatened or actual attempt to inflict physical harm to another Insured Person, client of the Insured or visitor to any premises of the Insured

then subject to no other benefit being payable under this Policy, We will pay for any services provided by a suitably specialised Medical Professional to treat the Insured Person up to a maximum amount of \$10,000.

### 3.15 Accidental HIV Infection

If an Insured Person whilst engaging in any voluntary work on behalf of the Insured is infected with or accidentally contracts the Human Immunodeficiency Virus (H.I.V.) or any variation thereof or acquires Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC): as a direct result of:

- a. Injury caused by a violent and physical assault; or
- b. medical treatment of the Insured Person's Injury provided by a Medical Professional or a registered nurse

then subject to no other benefit being payable under this Policy, We will pay to the Insured Person an amount of \$10,000. Provided that:

- i. there is a positive diagnosis within one hundred and eighty (180) days of the event giving rise to the HIV infection;
- ii. 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 registered and legally qualified Doctor no more than forty-eight (48) hours from the date and time of the event giving rise to the HIV infection; and
- iii. A recognised laboratory undertakes the testing and proves that the Insured Person was not H.I.V. positive at the time of the event giving rise to the H.I.V. infection. No benefit will be payable if the Insured Person fails to comply with or provide the required level of proof.

### **3.16 Education Fund**

If an Insured Person suffers an accidental death covered by Capital Benefit 1 and is survived by Dependent Children, We will pay for fees outstanding or due to be paid in the next 12 months for a Dependent Child at any school, TAFE, university or other educational institution.

The maximum that We will pay will be an amount of up to \$5,000 for each surviving Dependent Child to a maximum amount of \$25,000 any one family.

### **3.17 Bed Care**

If an Insured Person suffers an Injury and, as a result, is confined to bed (other than in a hospital or other medical facility) for a period of in excess of 48 hours, We will pay the Insured Person an amount of \$500 per week for each week that the Insured Person remains confined to bed and for an aggregate period not exceeding 26 weeks.

Provided that for this benefit to be payable the Insured Person must provide Us with the written opinion of a Medical Professional that the Injury necessitated the confinement to bed.

### **3.18 Corporate Image Protection**

If an Insured Person suffers an Injury, and in Our opinion, this is likely to result in payment of a benefit covered by Insuring Clause 2.1 or 2.2, We will reimburse You for up to \$15,000 in reasonable costs (other than internal costs) that are incurred for the engagement of image and/or public relations consultants and/or costs associated with the release of information through the media to protect and/or positively promote Your corporate image as a result of the Injury.

Provided that:

- a. You must provide Us with a signed undertaking that any amount paid to You under this benefit will be repaid to Us if it is later found that a valid claim did not or will not eventuate; and
- b. Where an Insured has also arranged an association liability policy with Community Underwriting Agency, the benefit provided under this Policy will not be payable if a valid claim has been accepted under Insuring Clause 1.1.7 Crisis Consultancy Expenses of that policy.

## Optional Extensions

Only applicable to this policy if the Schedule shows You have elected this Optional Extension and paid any additional premium required by Us.

### 4.1 Inclusion of Members, Students and Children

The definition of Insured Person is amended to include the following:

- c. any member, student or child whilst participating in activities of or receiving services of the Insured (excluding any Injury suffered whilst travelling to or from such activities).

### 4.2 Inclusion of Training Program Participants

The definition of Insured Person is amended to include the following:

- d. any person whilst participating in any unpaid employment, education, training or youth program arranged by the Insured including specialist employment services for people with disabilities (where a law of a State or Territory relating to workers' compensation does not apply) but excluding any Injury suffered whilst travelling to or from such activities.

# Definitions

The following definitions shall apply to all sections of this PDS and Policy.

**“Accident”** means a single event that occurs during the period of insurance and is:

- a. caused by sudden, external and visible means; and
- b. could not have been expected from the perspective of the Insured Person.

**“Aggregate Limit of Liability”** means the maximum amount We will pay for all pay for all claims during the period of insurance. The Aggregate Limit of Liability is stated in the Schedule.

If this amount is not enough to pay all claims in full, then We will reduce each Insured Person’s Benefit proportionately so We do not pay more than the Aggregate Limit of Liability.

**“Benefit”** means any benefit to which You or an Insured Person are entitled under this Policy.

**“Benefit Period”** means the maximum number of weeks (shown in Your Schedule as the “benefit period”) that We will pay Weekly Benefits following an Injury to an Insured Person.

**“Capital Benefit”** means the amount stated in Your Schedule as the “Capital Benefit”.

**“Dependent Children”** means an Insured Person’s and their Spouse or Partner’s unmarried children (including step or legally adopted children) who are either:

- a. less than 19 years of age and residing with the Insured Person; or
- b. less than 25 years of age where they are a full time student at an accredited institute of higher learning and are primarily dependent upon the Insured Person for their maintenance and support; or
- c. of any age where they are physically or mentally incapable of self-support and reside permanently with the Insured Person.

**“Domestic Duties”** means the usual and normal duties undertaken by an Insured Person as a home maker including providing for Dependant Children and outdoor household activities.

**“Earnings”** means:

- a. for an Insured Person who is self-employed or a working director, their gross weekly income from their personal exertion:

- after allowing for costs and expenses incurred in deriving that Income;
  - averaged over the twelve months prior to Injury or any shorter period that the Insured Person has been engaged in their Occupation.
- b. for an Insured Person who is an employee, their gross weekly base rate of pay:
    - i. exclusive of overtime payments, bonuses, commission or allowances. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the employee’s total remuneration package they will be included as part of the Employee’s gross weekly base rate of pay;
    - ii. in the case of a salary packaged Employee, their weekly pre-tax income derived from personal exertion (the total value of their salary package including , but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the employee’s total remuneration package they will be included as part of the Employee’s gross weekly base rate of pay;

averaged over the twelve (12) months prior to Injury or over any shorter period that the Insured Person has been continuously employed.

In the event of a claim, the Insured Person may be required to substantiate their Earnings.

**“Excess”** means the amount You must contribute towards the cost of any claim or in the case of Weekly Benefits, the Waiting Period.

**“Illness”** means any sickness or disease for which the Insured Person first seeks medical advice while the Policy is in force.

**“Injury”** means bodily injury (including death) resulting from an Accident:

- a. which is not an Illness; and
- b. which Accident occurs while this Policy is in force; and
- c. which occurs while an Insured Person is:
  - i. performing authorised voluntary work on Your behalf; and
  - ii. travelling from their usual place of residence to

voluntary work for You or from the voluntary work to their usual place of residence (including any minor deviations or interruptions which in no way increase the risk of Injury that would have normally arisen had the Insured Person travelled directly); and

- iii. travelling during the course of carrying out authorised voluntary work on Your behalf.

**“Insured”** means the organisation noted in the Schedule as the Insured.

**“Insured Person”** means:

- a. any voluntary worker of the Insured including any person participating in work experience whilst acting for or on behalf of the Insured. An Insured Person will only be entitled to indemnity to the extent that they are not entitled to indemnity under any other insurance policy; and
- b. any employee of the Insured for Weekly Benefits only when such employee is not entitled to claim Weekly Benefits under any other insurance policy.

**“Loss”** means loss of, by physical severance, or total and Permanent loss of the effective use of the part of the body referred to in the Table of Benefits.

**“Medical Professional”** means a person qualified to practice medicine but not including the Insured Person, a relative of the Insured person or a director or employee of the insured organisation.

**“Occupation”** means the Insured Person’s usual occupation, business activities, trade, profession or employment.

**“Paraplegia”** means the Permanent loss of use of both legs and the Permanent loss of use of part or whole of the lower half of the body.

**“Permanent”** means continuing for at least twelve (12) months and which thereafter will, in all probability, continue for the remainder of Your life.

**“Permanent Total Disablement”** means where in the opinion of a Medical Professional the Insured Person is permanently unable to engage in, perform or attend to any Occupation.

**“Policy”** means this policy wording, the Schedule and the Proposal.

**“Policy Period”** means the period shown in the Schedule.

**“Premium”** means the amount that We charge You for the

Policy, including any statutory charges such as GST and Stamp Duty.

**“Proposal”** means the form completed by You or on Your behalf and any other information given to Us when applying for this Policy.

**“Quadriplegia”** means the Permanent loss of use of both arms and legs.

**“Schedule”** means the most recent cover summary issued by Us for this Policy Period which shows the cover selected by You, and any special provisions, limits or endorsements.

**“Spouse or Partner”** means the Insured Person’s husband or wife including a de-facto and/or life partner of any sex with whom the Insured Person has cohabited for a period of three continuous months or more.

**“Temporary Partial Disablement”** means where in the opinion of a Medical Professional the Insured Person is temporarily unable to engage in a substantial part of their Occupation, while they are under the regular care of and acting in accordance with the instructions or advice of a Medical Professional.

**“Temporary Total Disablement”** means where in the opinion of a Medical Professional the Insured Person is temporarily unable to engage in any part of their Occupation, while they are under the regular care of and acting in accordance with the instructions or advice of a Medical Professional.

**“You / Your”** means the Insured.

**“Waiting Period”** means the period measured in number of days beginning from the time when the Insured Person first seeks advice from a Medical Professional.

**“We / Our / Us”** means Community Underwriting Agency Pty Limited (ABN 60 166 234 715 AFS License No 448274) as agent for Mitsui Sumitomo Insurance Company Ltd (ABN 49 000 525 637 AFS License No 240816).

**“Weekly Benefit”** means the amount shown in the Schedule as the Weekly Benefit.

# Exclusions

We will not pay:

## Asbestos

for any claim caused by or arising directly or indirectly out of or in connection with injury arising, directly or indirectly, out of inhalation of, or fears of the consequences of exposure to or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos.

## Mental Health

for any Injury directly or indirectly caused or contributed to or by, or in consequence of stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder.

## Hernia

for any Injury directly or indirectly caused or contributed to by, or in consequence of hernia.

## HIV/AIDS

for any Injury directly or indirectly caused or contributed to by, or in consequence of Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any virus, complex or syndrome that is related to the foregoing, except to the extent that any cover is provided under Additional Benefit 3.15 of the policy.

## Riot/Criminal Acts

for any Injury directly or indirectly caused or contributed to by, or in consequence of:

- a. riot in which the Insured Person is participating; or
- b. criminal acts or criminal activity.

## War/Terrorism

for any Injury directly or indirectly caused or contributed to by, or in consequence of:

- a. war, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war;
- b. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any

of the above;

- c. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- e. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- f. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This Policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism.

## Fraudulent Claims

if You or an Insured Person, or anyone acting on Your behalf or with Your knowledge or connivance, should make a claim knowing or reasonably suspecting the same to be false or fraudulent. Making a fraudulent claim is a criminal offence. We may report to the police any person who lodges a fraudulent claim.

## Hazardous Activities

for any Injury directly or indirectly caused or contributed to or by, or in consequence of:

- a. the Insured Person engaging in or taking part in any of the following sporting activities:
  - i. winter sports outside Australia or New Zealand;
  - ii. hang-gliding, parachuting or para-gliding;
- b. an Insured Person taking part in any naval, army, air force or any type of military service or operation;
- c. driving a motor vehicle whilst having a percentage of alcohol in the Insured Person's breath or blood in excess of that permitted by law;
- d. the Insured Person abusing or having abused, or being under the influence of alcohol or drugs other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the Insured Person;
- e. flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers.

## Intentional Self Injury / Suicide

for any Injury which is deliberately self inflicted and without limiting the foregoing including suicide or

attempted suicide.

**Pre Existing Conditions**

for any condition or pre-existing Injury in respect of which an Insured Person:

- a. knew about; or
- b. sought treatment for prior to the inception of this Policy; or
- c. should reasonably have known about within 3 months prior to the inception of the Policy.

**Medicare / Health Insurance**

for any claims where the payment of any benefit or amount would be in contravention of any Medicare or private health insurance laws or regulations in Australia.



# Claims Conditions

## Age Limitations

The amount that We will pay in respect of any claim under the Policy will vary depending upon the age of the Insured Person at the time of the Injury.

The most We will pay in respect of each Insuring Clause in respect of any Injury will be as follows:

- a. Under Insuring Clause 1 Capital Benefit 1 (Death):
  - i. where an Insured Person is less than 18 years of age - a maximum of \$25,000; or
  - ii. where an Insured Person is between 18 years and 75 years of age - the Benefit shown in the Schedule; or
  - iii. where an Insured Person is more than 75 years of age - a maximum of \$40,000.
- b. Under Insuring Clause 1 Capital Benefits 2 - 35:
  - i. where an Insured Person is less than 18 years of age - the Benefits shown in the Schedule; or
  - ii. where an Insured Person is between 18 years and 75 years of age - the Benefits shown in the Schedule; or
  - iii. where an Insured Person is more than 75 years of age a maximum of \$40,000.
- c. Under Insuring Clause 2 Earnings Benefit:
  - i. where an Insured Person is less than 18 years of age - the Benefits as shown in clauses 2.1 and 2.2; or
  - ii. where an Insured Person is between 18 years and 75 years of age - the Benefits as shown in clauses 2.1 and 2.2; or
  - iii. where an Insured Person is more than 75 years of age - Nil other than in respect of an Insured Person who at the time of loss can demonstrate any Earnings.
- d. Under Insuring Clause 3 Additional Benefits:
  - i. where an Insured Person is less than 18 years of age - the Benefit shown in the Schedule; or
  - ii. where an Insured Person is between 18 years and 75 years of age - the Benefit shown in the Schedule; or
  - iii. where an Insured Person is more than 75 years of age - the Benefit shown in the Schedule other than in respect of 3.5 Home Help which is reduced to a maximum of \$250 per week for a maximum benefit period of 26 weeks.

## Capital Benefits

The amount that We will pay for any Capital Benefit payable under Insuring Clause 1 will be restricted by the following:

- a. We will not pay more than one Capital Benefit arising as a result of the same Injury. In that event, the highest benefit applicable will be payable;
- b. after payment of a Capital Benefit for 100%, no further Capital Benefit will be payable to the Insured Person.

## Claims Procedures

In the event of Injury, the Insured Person must immediately:

- obtain and follow proper medical advice from a qualified medical practitioner;
- obtain a medical certificate from a qualified medical practitioner confirming the Injury.

In order to make a claim You must:

- contact Us or Your insurance intermediary as soon possible;
- complete and submit Our claim form within 28 days or 28 days of being able to do so; and
- provide Us with all information We may reasonably require including a medical certificate.

After making Your claim You must:

- provide details of any other insurance that covers or may cover the same Injury;
- provide at Your own expense all medical evidence which We may reasonably require to assess the claim;
- undergo, at Our expense, any medical examination which We reasonably require to assess the claim; and
- continue to be a resident of Australia.

We will be entitled at Our expense to have an Insured Person medically examined or in the event of death, a post mortem carried out. We will give the Insured Person or their legal representative fair and reasonable notice of the examination.

## Co-operation

You and any Insured Person must co-operate with Us and upon a reasonable request from Us:

- assist in making settlements under this Policy;
- assist in the conduct of legal action and in enforcing

any right of contribution or indemnity against any organisation or individual who may be liable to You or the Insured Person because of Injury;

- attend trials and hearings and assist in securing and giving evidence and obtaining the attendance of witnesses.

### Disappearance

If an Insured Person is travelling on a journey and:

- a. their means of transportation disappears, sinks or is wrecked; and
- b. their body has not been found within one year;

We will presume that the Insured Person has died as a result of Injury and will pay Capital Benefit 1 accordingly. We will only pay this benefit if a beneficiary or legal representative of the Insured Person provides Us with a signed undertaking that if the Insured Person is subsequently found alive, the amount paid under Capital Benefit 1 will be refunded to Us.

### Exposure

Where an Insured Person is exposed to the elements as a result of an Accident and suffers from any of the events stated in Insuring Clause 1 and 2 as a direct result of that exposure within twelve (12) months of the Accident, the Insured Person will be deemed for the purposes of this Policy to have suffered an Injury on the date of the Accident.

### Loss of Earnings Benefit

The amount that We will pay for any Weekly Benefit payable under Insuring Clause 2 will be reduced by any other weekly benefits the Insured Person is entitled to receive for or under:

- a. any statutory workers compensation, accident compensation or transport accident scheme; or
- b. any contract of employment, workplace agreement or similar arrangement; or
- c. any Workers Compensation legislation; or
- d. all other Workers Compensation legislation carve-out, top up or similar insurance arrangements;

to ensure that the Insured Person's overall income does not exceed 85% of their Earnings.

We will not pay any Weekly Benefit:

- a. during the period the Excess applies; or
- b. whilst the Insured Person is receiving Weekly Benefits, the Insured Person commences any new Occupation regardless of whether such Occupation is on a casual, temporary, part-time or permanent basis, unless We have expressly confirmed to the Insured Person that they may commence in such an Occupation; or
- c. for more than one Injury at any one time.

If the Insured Person receives a payment for Capital Benefit no 2 or 3, all Weekly Benefit payments will cease from the time the Capital Benefit is paid.

If the Insured Person elects to receive Weekly Benefits instead of a Capital Benefit, We will deduct the amount of any Capital Benefit already paid from the Weekly Benefits.

Where the Insured Person suffers recurrence of an Injury:

- a. for which the Insured Person has claimed Weekly Benefits under this or any other Policy issued by Us; and
- b. the Insured Person first seeks medical assistance for that recurrence while this Policy is in force; and
- c. there has been a period of less than six (6) months between the Insured Person's return to work in the Insured Person's Occupation and the recurrence;

it will be treated as a continuation of the original claim.

### Payment of Benefits

In the event of the death of the Insured Person, We will pay the Estate of the Insured Person. For all other Benefits, We will make the claim payment to the Insured Person who suffers the Injury.

All Weekly Benefit payments will be paid monthly in arrears other than where the proviso in Insuring Clause 2 requires Us to pay 12 weeks benefits within 7 days.

Weekly Benefits which are payable for a period of less than one week will be paid at the rate of one-fifth of the Weekly Benefit for each day during which disablement continues.

The following general conditions apply to this Policy.

## Alteration of Risk

You must immediately notify Us in writing of any changes You know of which materially alter any of the facts or circumstances that existed at the commencement of Your Policy. For example, You must tell us if You increase Your number of volunteers by more than 10%.

## Cancellation

This Policy may be cancelled by:

- a. You at any time by notifying Us in writing, in which case cancellation takes place when We receive the notice; or
- b. Us on any of the grounds set out in the Insurance Contracts Act 1984 (Cth), as amended from time to time, by giving You notice in writing, in which case cancellation takes place at the time You enter into another contract of insurance to replace the Policy, or at 4.00pm on the 3rd business day after delivery of the notice to You, whichever is earlier.

If the Policy is cancelled, We will retain, or be entitled to retain:

- if there has been a 100% payment of a Weekly Benefit or Capital Benefit, the entire Premium;
- in all other circumstances, the Premium for the period the Policy was in force together with any nonrefundable government taxes, levies and duties.

You must supply Us with such particulars as We may require to enable a refund of Premium following any cancellation.

## Failure to Pay Your Insurance Premium

It is a condition of this contract of insurance that You pay the insurance premium and We may take steps to cancel Your contract of insurance for non-payment of the insurance Premium.

## How We Will Communicate

All communications You are required to give or make under the Policy must be sent in writing or by email to Us.

All communications We are required to give or make under the Policy will be sent in writing or by email to You at the address specified in the Schedule or as notified by You from time to time.

All communications sent by post to You or Your appointed agent will be deemed to have been received by You on the third day following the day of posting.

## Interpretation

The singular includes the plural and vice versa, unless the context otherwise requires. A reference to a person includes a body corporate, an unincorporated body or other entity. Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

## Joint Insureds

Where You comprise more than one party the Proposal is deemed to have been provided by and on behalf of all parties, and any information supplied to Us, or any omission, misrepresentation or non-disclosure in relation to any renewal or extension, is deemed to have been provided, omitted, misrepresented or withheld (as the case may be) on behalf of all parties.

## Jurisdiction

The Policy is to be governed by the laws of the Commonwealth of Australia and the State or Territory where the Policy was issued. We and You agree to submit to the non exclusive jurisdiction of the Courts of the State or Territory where the Policy was issued.

## Provisions and Definitions

Where a specific provision or definition is in conflict with a general provision or definition the specific provision or definition will apply.

## Severability

A provision of the Policy that is illegal or unenforceable may be severed from this Policy and the remaining provisions of this Policy, or parts thereof, continue in force.

## Subrogation and Assistance

We can exercise any right of recovery held by You or any Insured Person to the extent of any benefit payable under this Policy. You and any Insured Person must not do anything that reduces such rights and must provide Us with all reasonable assistance in pursuing such rights.

## Additional Information

### Complaints and Dispute Resolution

We are committed to providing Our clients with a high level of service, empathy with the sector and a reasonable response to all matters.

If You think that We have let You down in any way, or Our service is not what You expect, tell Us so that We can help. We are committed to responding to Your complaint fairly.

If You have a complaint:

Step 1: On the spot, if We can!

You can contact Us by phone on 02 8045 2580 or by email at [enquiries@communityunderwriting.com.au](mailto:enquiries@communityunderwriting.com.au)

If We can't resolve Your complaint immediately, We will commit to responding to Your complaint within 15 business days of first being notified of the complaint.

- If We need more information or more time to respond properly to Your complaint We will contact You to agree an appropriate time-frame to respond.

Step 2: Internal Dispute Resolution

- If You are not happy with Our response, please tell Us in writing. You may escalate it as a dispute and Our Internal Dispute Resolution panel (the panel) will review the matter. The panel will be independent of the person who initially considered Your complaint.
- The Disputes Resolution Officer will acknowledge Your dispute in writing within 2 business days of receipt and will investigate all details of Your dispute and will provide You with a written response of the outcome within 15 business days of first being notified of Your dispute.
- In some cases We may be unable to reach a conclusion within this time-frame, and may request a later response date. If this occurs, We will keep You informed of progress of the dispute no less than once every 10 days.

Step 3: External Dispute Resolution scheme

Should We be unable to resolve Your complaint (including the IDR process referred to above) within 45 days or You are not happy with Our response/handling of Your complaint at any given time, You can seek an external review via Our external dispute resolution scheme, administered by the Australian Financial Complaints Authority (AFCA).

This is an independent national body and its services are free to You. As a member We agree to accept the AFCA' decision.

You can contact the AFCA by:

Mail: Australian Financial Complaints Authority Ltd,  
GPO Box 3, Melbourne, Victoria 3001;  
Phone: 1800 931 678;  
[info@afca.org.au](mailto:info@afca.org.au)  
Facsimile: (03) 9613 6399  
Website: [www.afca.org.au](http://www.afca.org.au)

### Goods and Services Tax (GST)

This insurance Policy has provision for the payment of Goods and Services Tax:

- by You in relation to premiums charged by Us;
- by Us in relation to claims.

You must advise Us of Your correct Australian Business Number & taxable percentage. Any GST liability arising from Your incorrect advice is payable by You.

### Retaining Policy Documents

Incidents which may be claimable under this Policy can take many years before they become known to Your organisation.

To enable You to prepare the best defence against an incident that may have arisen some years in the past, it is important that You have a document retention and security policy which addresses the effective retention of:

- Your Policy and any endorsements;
- operational and risk management procedures;
- employment records and contracts;
- any published client or other promotional material.