

# **Voluntary Workers Insurance**

Combined Product Disclosure Statement, Policy Wording and Financial Services Guide





Version: 17/07/2024 - Final

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# **POLICY SCHEDULE**

Policy	Voluntary Workers Insurance Policy, Version 17/07/2024 – Final
Policy No.	VW24A10480
Insurer	Certain underwriters at Lloyds of London
Unique Market Reference (UMR)	B0621F33119823
Insured	Australian Bridge Federation Company Ltd in conjunction with Bridge NSW Ltd, Bridge Federation ACT Association, Victorian Bridge Association Ltd, Queensland Bridge Association, South Australian Bridge Federation Inc, Bridge Assoc of Western Australia Inc, Tasmanian Bridge Association Inc, Northern Territory Bridge Association Incorporated and all Bridge Clubs affiliated with these State Associations; the Australian Bridge Directors Association and Members, the Bridge Directors who are Members of clubs affiliated with the State and/or Territory Associations.
Insured's Principal Address	C/ - TBIB
Geographical Limits	Worldwide
Period of Insurance	From: 26/08/2024 (Inception Date) To: 26/08/2025 (Expiry Date)  Both dates at 4:00pm local standard time at the Insured's Principal Address.
Insured Persons	All individuals whilst engaged in Voluntary Work provided such work is officially organised by or on behalf of and under the control of the Insured or another party on the Insured's behalf.
Maximum Age Limit	Ninety Five (95) years.

Coverage Summary				
Section 1 – Personal	Benefit	Benefit Limit		
Accident	Part A: Lump Sum Benefits			
	Events 1 to 19 – Accidental Death and \$200,000 other Benefits			
	Part B: Weekly Benefits – Injury Events 21 to 22			
	Percentage of Salary	85%		
	Maximum per week	\$750		
	Maximum Benefit Limit period	104 weeks		
	Waiting Period	7 consecutive days		
	Part C: Injury Resulting in Fractured E	Bones		



	Events 2	2 to 30	\$3,000		
	Part D: I	injury Resulting in Loss or Dam	age to Teeth		
	Events 33	l and 32	\$2,000		
	Part E: N	1onthly Business Expenses – (Se	elf Employed Persons Only)		
	Events 33	3 and 34	Not Insured		
Section 2 - Non-	Events				
Medicare Medical Expenses	35	Physiotherapy, chiropractic or osteopathic expenses	85% of costs up to a maximum of \$5,000		
Section 3 – Additional Wellbeing Benefits	Clause	Benefit	Benefit Limit		
wendering benefits	3.1	Accidental HIV Infection Benefit	\$30,000		
	3.2	Coma Benefit	\$100 per day (up to 90 days)		
	3.3	Independent Financial Advice	\$250 per week (up to 52 weeks)		
	3.4	Modification Benefit	\$15,000		
	3.5	Rehabilitation Benefit	\$3,000		
	3.6	Spouse/Partner Retraining Benefit	\$10,000		
	3.7	Student Tutorial Benefit	\$500 per week (up to 26 weeks)		
	3.8	Unexpired Membership Benefit	\$3,000		
	3.9	Accommodation and Transport	\$10,000		
	3.10	Out of Pocket Expenses	\$5,000		
	3.11	Childcare Benefit	\$2,000		
	3.12	Dependent Child Benefit	\$10,000 per child (up to \$30,000 per family)		
	3.13	Domestic Help Benefit	\$500 per week (up to 26 weeks)		
	3.14	Education Fund Benefit	\$5,000 per child (up to \$15,000 per family)		
	3.15	Home Care Benefit	\$500 per week (up to 12 weeks)		
	3.16	Home Nursing Expenses	\$750 per week (up to 12 weeks)		
	3.17	Orphan Benefit	\$10,000 per child (up to \$30,000 per family)		
Section 4 – Corporate Protection	Clause	Benefit	Benefit Limit		
	4.1	Chauffeur Benefit	\$2,000		
	4.2	Corporate Image Protection	\$5,000		
	4.3	Funeral Expenses	\$5,000		
	4.4	Replacement of Staff /Recruitment Costs	\$5,000		
	4.5	Workplace Assault Benefit	\$5,000		
	4.6	Workplace Modification Benefit	\$15,000		
	4.7	Workplace Trauma Benefit	\$5,000 per week (up to \$10,000)		



Aggregate Limit of Liability	(a) \$2,500,000 each Accident (b) \$250,000 Charter Flights each Accident.		
Excess	Non-Medicare Medical Expenses	\$50.00	
Notice of Claim	Claims Department Corporate Services Network Pty Ltd GPO Box 4276, Sydney, NSW 2001, Au T: +61 (0)2 8256 1770 E: claims@csnet.com.au	ustralia	
Chase address for Notices	E: claims@csnet.com.au  Notices under this Policy are to be sent to:  Chase Accident & Health Chase Underwriting Solutions Pty Ltd Level 1, 68 Clarke Street, Southbank VIC 3006  T: (03) 8866 0700 E: a&h@chaseunderwriting.co.au		
Premium	As agreed		
Date of Proposal Form	21/08/2024		

Endorsement:	It is hereby declared and agreed that the Policy is extended to include the following benefit:
	Private Vehicle Excess Benefit
	If, during a Journey in the Period of Insurance, You or the Insured Person's privately owned vehicle, under the control of the Insured Person:
	<ol> <li>is involved in a collision for which they become legally liable; or</li> <li>is stolen or damaged as the result of a Carjacking Incident; and, as a result You or Insured Person incurs expenses for:</li> </ol>
	<ul> <li>i. the prescribed excess of Your or the Insured Person's comprehensive vehicle policy of insurance; or</li> </ul>
	<li>ii. the repair cost of the car is below the excess that would have been payable under Your or Insured Person's comprehensive vehicle policy of insurance;</li>
	We will reimburse the repair cost or the excess, whichever is the lesser. The maximum amount We will pay is \$5,000 for 'Private Vehicle Excess'.
	The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.
	Conditions of the Private Vehicle Excess Benefit
	You must supply Us with:
	<ol> <li>receipts for the amount of the claim or excess paid;</li> </ol>



	2 the name of renairor of the Insured Person's privately
	<ol><li>the name of repairer of the Insured Person's privately owned vehicle; and/or</li></ol>
	<ul> <li>a. a letter from You or the Insured Person's privately owned vehicle insurer stating the amount of the excess has been paid.</li> </ul>
	EXCLUSIONS APPLICABLE TO THE PRIVATE VEHICLE EXCESS BENEFIT
	No cover is provided for expenses caused or contributed to by the operation of the vehicle in breach of the provisions of the comprehensive vehicle policy of insurance.
	<ol><li>No cover is provided for expenses arising from the illegal or criminal use of the vehicle by You or Insured Person including racing and/or time trials of any form.</li></ol>
	<ol> <li>No cover is provided for expenses arising from the use of the vehicle by an Insured Person who does not hold a valid or approved driver's license for the vehicle in the country the motor vehicle is being operated in.</li> </ol>
	<ol> <li>No cover is provided for expenses arising from the use of the vehicle when the vehicle is not registered or covered by comprehensive motor vehicle insurance.</li> </ol>
	<ol> <li>No cover is provided for expenses which are legally recoverable from any other policy or source to the extent permitted by law.</li> </ol>
Communicable Disease:	There is no cover for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease
Takeover terms:	With respect to Insured Persons who are covered by this Insurance on the commencement date of the Period of Insurance and were covered at expiry under the insurance policy that this Policy replaces, cover is hereby extended to include any Pre-Existing Medical Conditions (other than any
	condition which has a terminal diagnosis) which would have been covered under the previous insurance. This provision has the effect of altering this Policy's definition of Pre-Existing Medical Condition and Exclusion 12 which may otherwise have applied.
Standard Conditions:	Premium Indication valid for 30 days from date of issue  2. The Insured agrees to inform Chase, up until the attachment date of this insurance;
	a) Any material change in the information provided and relied upon to provide this quotation     b) Any additional claims or incidents that may give rise to a claim under this policy.
	policy 3. Chase has the right to withdraw this quotation at any time prior to the date of commencement of the Period of Insurance under the policy. 4. Credit terms are 45 days from inception of the policy, and full premium must be received before the policy of insurance is issued.
	must be received before the policy of insurance is issued.



5. If our quotation is accepted, Chase will need your formal binding instructions confirming the Insured's acceptance of the terms and conditions of this quotation.

## Execution

Signed for and on behalf of the Insurer(s):

**Insurer(s)** Certain underwriters at Lloyds of London

Participation 100%

Signature:



Name of Authorised Signatory: Place: Melbourne

Steve Ord

Title / Position: Director – Accident & Health Date: 21/08/2024



# **PART 1 - PRODUCT DISCLOSURE STATEMENT**

### Welcome to Chase Group Voluntary Workers Insurance

To help you understand Our Group Voluntary Workers Insurance, We have produced this Product Disclosure Statement (PDS). This PDS contains important information about the Policy to assist you in making an informed decision when choosing this Policy. In this PDS:

- 1. 'We', 'Our', 'Us' means the Insurer, being certain underwriters at Lloyd's of London, who are authorised under the Insurance Act 1973 (Cth) to write Australian insurance business, acting through their agent Chase Underwriting Solutions Pty Ltd.
- 2. 'Insured' means the person or entity who is named in the Policy Schedule as the Insured. The Insured is the contracting party for this Policy.
- 3. 'Insured Person' means any person shown by name, classification or meeting the criteria specified for an Insured Person in the Policy Schedule for the insurance cover selected by the Insured and with respect to whom the premium has been paid or agreed to be paid. The Insured Person and the type of cover chosen will be set out in the Policy Schedule.
- 4. 'You', 'you' or 'your' refers to the Insured, however certain undertakings or understandings may equally apply to the Insured Person, as appropriate.
- 5. When a word is capitalised it has a specific meaning which is found in the General Definitions and Interpretation of this Policy.

The Insurer has authorised this PDS.

#### **About Chase**

This Policy is issued by Chase Underwriting Solutions Pty Ltd (ABN 50 156 554 808, AFS License No 454344) (Chase). Chase is an Australian Financial Services Licensee and is authorised by ASIC to issue, deal in and provide general advice on general insurance products. Chase is authorised by certain underwriters at Lloyd's of London (Insurer) to act on its behalf in arranging, issuing, varying, cancelling and providing general advice in relation to the Insurer's Voluntary Workers Insurance product.

Chase issues Policy Schedules under a binding authority with the Insurer, which means it can enter into, vary or cancel these products on the Insurer's behalf without reference to the Insurer provided it acts within the binding authority. Chase acts for the Insurer and not the Insured or the Insured Person.

Please refer to the end of this PDS for contact information for Chase.

### This Group Voluntary Workers Insurance

This Group Voluntary Workers Insurance (Policy) is a contract between the Insurer and the Insured. The Policy consists of:

- The Insured's Proposal Form (application) for insurance;
- The Policy Schedule approved by Us, which sets out who is insured, the cover selected, the Period of Insurance, the Benefit Limits, Waiting Periods and other important information;
- The Policy Wording including this PDS; and
- Any written endorsements We provide to the Insured.



These items make up this Policy and should be carefully read together and retained by you. It is important that they are kept in a safe place.

These documents should be read together as they jointly form the contract of insurance between Us and the Insured. Any new or replacement Policy Schedule, detailing changes to the Policy or the Period of Insurance, We may send to the Insured will become the current Policy Schedule, which should be carefully read and retained by you.

#### Insured is obliged to provide a copy of this Policy to Insured Persons

The Insured must ensure that every Insured Person has been advised to read this PDS and the Policy and their attention drawn to the enclosed exclusions and conditions. The Insured is required to answer all questions on behalf of all Insured Persons to the best of their knowledge and belief and should undertake all reasonable steps to obtain the required information in respect of each and every Insured Person.

### The purpose of this Policy

This Policy is entered into with the Insured and provides cover in relation to Insured Persons. In some cases, the Insured may also be an Insured Person. Insured Persons who are not the Insured are not parties to the contract of insurance between Us and the Insured. This means an Insured Person cannot cancel or vary this Policy in any way (only the Insured can do this).

Insured Persons who are not the Insured have a right to recover their loss in accordance with Section 48 of the Insurance Contracts Act 1984 (Cth). Section 48 states that Insured Persons have the same obligations in relation to a claim made by them that the Insured would have to Us (for example, complying with claims conditions) and may discharge the Insured's obligations in relation to a loss. We have the same defences to an action by an Insured Person as We would in an action by the Insured. Where this Policy covers Insured Persons (other than the Insured), the Insured:

- 1. is not Our agent;
- 2. acts independently from Us in entering into this Policy to provide cover to Insured Persons; and
- 3. is not authorised by Us to provide any recommendations or options about the insurance or other financial services to an Insured Person. Any notices of expiry, variation, avoidance or cancellation will be sent by Us to the Insured. We will not provide any notices in relation to this Policy to the Insured Persons. The Insured is required to notify Insured Persons when this occurs.

### Our agreement with the Insured

In agreeing to provide this Policy, the Insured and Insured Persons will be insured under this Policy for:

- 1. the Benefits, as set out in this Policy; and
- 2. other loss or damage set out in this Policy, and

this cover will be given on the basis:

- 3. of the disclosures (verbal and written information) provided by the Insured to Us prior to the Inception Date (stated in the Policy Schedule); and
- 4. that the Insured has paid or agreed to pay Us the Premium for the cover the Insured selected when cover was requested and which the current Policy Schedule indicates is in force.



### **Benefit Limits**

Benefits are subject to Benefit Limits. Benefit Limits may affect the amount of a claim payment. Applicable Benefit Limits are shown in the Policy Schedule against the applicable Benefit. In addition to these Benefit Limits, We may include an Aggregate Limit of Liability in the Policy Schedule. The Aggregate Limit of Liability is the maximum We will pay for an Event, Benefit or for our total for all claims during the Period of Insurance.

### **Ensuring Benefit Limits are adequate**

It is important that the Insured makes sure that the Benefit Limit they have selected for each Benefit provides sufficient protection for its needs or the needs of each Insured Person.

### **Age limitation**

Age limits apply to this Policy. No cover is provided for an Insured Person who is older than the maximum age limits of this Policy at the time of an Event. This maximum age is shown against the Maximum Age Limit in the Policy Schedule. Specific age limits may also apply to each included Benefit.

### **Geographical Limits**

This Policy covers the Insured and Insured Persons anywhere in the world subject always to General Exclusion 6.14 (Sanctions).

# Your duty to take reasonable care not to make a misrepresentation to an Insurer

Before you enter into a contract of general insurance with Us, you have a duty, under the Insurance Contracts Act 1984 (Cth), to take reasonable care not to make a misrepresentation to Us and to disclose to Us every matter which you know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to take reasonable care not to make a misrepresentation and to disclose those matters to Us before you renew, extend, vary or reinstate a contract of insurance.

Your duty includes:

- giving honest, accurate and complete answers to any questions We ask;
- making reasonable enquiries to determine the accuracy of any information you give to Us; and
- taking care to ensure that any representation you make to Us is accurate.

Your duty however does not require disclosure of a matter:

- (a) that diminishes the risk to be undertaken by Us;
- (b) that is common knowledge;
- (c) that We know, or in the ordinary course of business as an insurer, should know; or
- (d) as to which compliance with your duty is waived by Us.

Everyone who is insured under this Policy must comply with the duty to take reasonable care not to make a misrepresentation to Us. If you provide information about an Insured Person, you do this on their behalf.

If you (or they) don't comply with the duty to take reasonable care not to make a misrepresentation to Us, We may reduce the amount of any claim and/or cancel the Policy. If fraud is involved, We may treat the Policy as if it never existed.



#### How to make a claim

You or any person entitled to claim under this Policy must give Us or Our authorised agent written notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable directed to:

Corporate Services Network Pty Ltd Claims Department, GPO Box 4276, Sydney, NSW 2001, Australia

*T:* +61 (0)2 8256 1770

E: claims@csnet.com.au

### Some of the things Our Group Voluntary Workers Insurance covers

Some or all of the following Benefits may be included in this Policy, if a Benefit Limit against the item is found in the Policy Schedule.

#### Section 1 - Personal Accident

- Certain lump sum Benefits in the event of an Accident which directly results in an Injury.
   Lump sum Benefits are payable for Events specified in the Table of Events, with the amount varying according to the degree of severity of the Injury. These Benefits are found under clause 1.2 (Table of Events) in:
  - o Part A: Lump Sum Benefits;
  - Part C: Injury Resulting in Fractured Bones; and
  - o Part D: Injury Resulting in Loss or Damage to Teeth;
  - o Part E: Monthly Business Expenses (Self-Employed Persons Only)
- Weekly Benefits arising from an Injury resulting in Temporary Total Disablement or Temporary partial Disablement found in Part B: Weekly Benefits – Injury.

#### Section 2 - Non-Medicare Benefits

We may also cover certain Non-Medicare Medical Expenses incurred by the Insured in connection with an insured event.

#### Section 3 - Additional Wellbeing Benefits

This Policy may also cover the Insured Person for certain Wellbeing Benefits under clauses 3.1 to 3.20 (SECTION 3 - ADDITIONAL WELLBEING BENEFITS), including certain rehabilitation and home and other costs or expenses. This section also addresses certain special circumstances such as disappearance of an Insured Person or escalation of weekly benefits if disablement occurs over multiple years.

#### Section 4 – Corporate Protection

We may also cover certain costs and expenses incurred by the Insured in connection with an Injury.

### Some things this Group Voluntary Workers Insurance does not cover

In certain circumstances, exclusions may apply and this Policy will not cover you. You should read the PDS and Policy Wording carefully to ensure you understand the exclusions and conditions which apply to this Policy. For example, there is no cover for Weekly Benefits in any way attributable to childbirth or pregnancy, except for any unexpected and unforeseen medical



complications or emergencies. A Waiting Period will also apply for any Weekly Benefits before any amount is payable under this Policy.

There is also no cover for any loss an Insured Person may suffer as a result of any Pre-existing Medical Condition. A 'Pre-existing Medical Condition' means any illness, disease, syndrome, disability or other condition, including any symptoms of which the Insured Person is aware or a reasonable person in the circumstance would be expected to have been aware; or for which the Insured Person has sought or received medical attention, undergone tests or taken prescribed medication, in the twelve (12) months prior to the Insured Person being covered under this Policy.

### **Cooling-off Period**

The Insured has a cooling off period of 14 business days from the date of receiving the Policy Schedule to cancel this Policy and is entitled to obtain a full refund of the Premium, provided no claim has or is proposed to be lodged under this Policy. Chase will arrange for a refund of the Premium within 15 business days of the Insured cancelling the Policy.

### Cancellation by Us

We can cancel this Policy in any way permitted by law, including if the Insured has:

- failed to comply with your duty to take reasonable care not to make a misrepresentation to an Insurer;
- failed at any time to comply with your duty of utmost good faith;
- failed to pay the Premium;
- made a fraudulent claim under the Policy;
- failed to notify Us of a specific act or omission as required by the Policy.

If We cancel the Policy, We will do so by giving the Insured a minimum of 3 business days' written notice. We will deduct from the amount payable, an amount to cover the shortened insured period and refund the balance to the Insured.

#### **General Insurance Code of Practice**

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (Code), which is a self-regulatory code for use by all insurers. The Insurer is a member of the Insurance Council of Australia, and a signatory to the Code. The Insurer and Chase support the Code, the objective of which is to raise the levels of practice and service in the general insurance industry. For more information visit <a href="https://www.codeofpractice.com.au">www.codeofpractice.com.au</a>.

### **Complaints or disputes**

We view seriously any complaint about Our products or services and will deal with it promptly and fairly. There are established procedures for dealing with complaints and disputes regarding your insurance or claim as set out below.

Stage 1

If you have any concerns or wish to make a complaint in relation to this Policy, Our services or your insurance claim, please let Us know and We will attempt to resolve your concerns in accordance with Our Internal Dispute Resolution process. Please contact Chase in the first instance:

The Complaints Officer
Chase Underwriting Solutions Pty Ltd

We will acknowledge receipt of your complaint and do Our utmost to resolve the complaint to your satisfaction within 10 business days.



Level 1, 68 Clarke Street, Southbank VIC 3006 Australia

T: +61 (0)3 8866 0700

E: complaints@chaseunderwriting.com.au

Stage 2

If we cannot resolve your complaint to your satisfaction, We will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints Team. Lloyd's contact details are:

Lloyd's Australia Limited Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000 Australia

T: +61 (0)2 8298 0783 E: idraustralia@lloyds.com

External
Dispute
Resolution

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001 Australia

T: 1800 931 678
E: <u>info@afca.org.au</u>
W: <u>www.afca.org.au</u>

AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between you and your Insurer. AFCA provides fair and independent financial services complaint resolution that is free of charge to consumers.

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply.

If your complaint is not eligible for consideration by AFCA, You may be referred to the Financial Ombudsman Services (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

#### Financial claims scheme

The Insured or Insured Person may be entitled to payment under the financial claims scheme in the event the Insurer becomes insolvent. Access to the Scheme is subject to eligibility criteria. Information about the scheme can be obtained from http://www.fcs.gov.au.

#### Renewal procedure

Before this Policy's Expiry Date We will typically request updated information in relation to the cover, and will offer renewal by sending a renewal invitation advising the amount payable to renew this Policy. It is important that the Insured checks the information shown before renewing each year to be satisfied that the details are correct.



### **Taxation implications**

This Policy may be subject to a Goods & Services Tax (GST) in relation to premium. Depending on the location of the risk being insured, this Policy may be subject to stamp duty in relation to premium and GST. Depending upon the Insured or Insured Person's entitlement to claim Input Tax Credits under this Policy, We may reduce the payment of any claim by the amount of any Input Tax Credit. Any claim paid in respect of the Weekly Benefit - Injury Benefit is subject to personal income tax.

Where We are required to do so, We will withhold personal income tax amounts from claim payments We make and forward these amounts to the Australian Taxation Office on behalf of the Insured or Insured Person. Where required, We will provide the Insured with a summary of the amounts withheld at the end of each financial year. The Insured and /or Insured Persons should consult an authorised tax advisor if there are any questions that relate to their particular circumstances.

### **Privacy Notice**

Chase and the Insurer are committed to protecting the privacy of the personal information provided. To arrange and manage this Policy, We (in this Privacy Notice "We", "Our" and "Us" includes Chase and its duly authorised representatives) collect personal information including sensitive information from the Insured and Insured Persons and those authorised by you such as your doctors, hospitals, as well as from others We consider necessary including Our agents.

Any personal information provided to Us is used by Us to evaluate and arrange this Policy. We also use it to administer and provide the insurance services and manage your and Our rights and obligations in relation to those insurance services, including managing, processing and investigating claims. We may also collect, use and disclose it for product development, marketing, conducting customer research and analytics in relation to all of Our products and services. In addition, We may collect, use and disclose it for IT systems maintenance and development, recovery against third parties and for other purposes with your consent or where authorised by law. This personal information may be disclosed to third parties involved in the above process, such as agents and consultants, insurance providers and intermediaries, authorised representatives, reinsurers, claims handlers and investigators, cost containment providers, medical and health service providers, overseas data storage and data handling providers, legal and other professional advisers, your agents and Our related and group companies.

If you do not provide us with this information, or any additional information We request, We may not be able to process your application or offer you insurance cover or respond to any claim.

Where We do disclose the information as above the recipient may hold the information in accordance with its own privacy statement/policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities which may be located overseas. We may also be required to provide your personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so.

You may request access to your personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply). If you would like to access a copy of your personal information or you wish to correct or update your personal information, please also contact us on <a href="mailto:privacy@chaseunderwriting.com.au">privacy@chaseunderwriting.com.au</a>

By completing and returning a proposal form or providing us with any additional information in connection with your application, you agree to us using and disclosing your information as set out above. This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving us written notice.



Unless you opt out, We may contact you on an ongoing basis by electronic messages (including email), online and via other means with promotional material and offers of products or services that We consider may be relevant and of interest to you. If you do not want to receive such offers from Us you can opt out at any time by emailing Us at:

#### a&h@chaseunderwriting.com.au

When the Insured or an Insured Person provides personal information about other individuals, We and Our agents rely on you to have made or make them aware:

- that you will or may provide their personal information to Us;
- of the types of third parties to whom the personal information may be provided;
- of the relevant purposes We and the third parties We will disclose it to, will use it for;
- of how they can access it; and
- of the other matters in this Privacy Notice.

We rely on you to have obtained their consent on these matters. If you do not, you must tell Us before you provide the relevant information. You can seek access to and correct your personal information via Our website.

You may not access or correct personal information of others unless you have been authorised by their express consent or otherwise under law, or unless they are your dependents under 16 years of age.

If you have a complaint about your privacy, please contact: <a href="mailto:privacy@chaseunderwriting.com.au">privacy@chaseunderwriting.com.au</a> or you can contact the Privacy Commissioner at the Office of The Australian Information Commissioner, GPO Box 2999, Canberra, ACT 2601.

For more information about Our handling of personal information, including further details about access, correction and complaints, please see Our privacy policy available on request or via <a href="https://www.chaseunderwriting.com.au">www.chaseunderwriting.com.au</a>

If you do not agree to the above or will not provide Us with personal information, We may not be able to provide you with Our services or products or may not be able to process your application nor issue you with a policy. In cases where We do not agree to give you access to some personal information, We will give you reasons why.

# **Updating this PDS**

We will update the information in this PDS when necessary. A paper copy of any updated information is available to you at no cost by calling Us. We will issue you with a new PDS or a supplementary PDS, where the update is to correct a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to purchase this Policy. Once an application has been accepted and a Policy Schedule issued, the Policy Wording in the PDS in force at the time of the application is the basis of the cover.

### **PDS** preparation date

This PDS was prepared on 17 July 2024 and remains valid until a further PDS is issued to replace it.

# **Payment to intermediaries**

We pay remuneration to insurance intermediaries or agents when We issue, renew or vary a Policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments. Information about the remuneration



We may pay intermediaries can be obtained by requesting details from Chase or the intermediary.

### **General advice warning**

The advice We provide is of a general nature only and does not take into account the Insured's or Insured Persons' financial situation, needs and/or objectives. Consideration also needs to be given to whether the limits, type and level of cover are appropriate.

You should carefully read the entire document to ensure that the Policy is appropriate for you.

## **Professional indemnity insurance arrangements**

We and Our employees and representatives are covered under professional indemnity insurance that complies with the requirements of section 912B of the Corporations Act 2001 (Cth). The insurance (subject to its terms and conditions) will continue to cover claims in relation to Our employees and representatives who no longer work for Us (but who did at the time of the relevant conduct).

### **Enquiries – Chase contact information**

Any enquiry other than a claim, notice of an event which is likely to give rise to a claim, or a complaint relating to this Policy should be addressed to Chase and sent to:

Chase Underwriting Solutions Pty Ltd Level 1, 68 Clarke Street, Southbank VIC 3006

T: +61 (0)3 8866 0700

E: <u>a&h@chaseunderwriting.com.au</u>



# **PART 2 - POLICY WORDING**

### GENERAL DEFINITIONS AND INTERPRETATION

The following important definitions apply when used in this Policy. Any word or expression to which a specific meaning has been given in any part of this Policy shall bear this meaning wherever it may begin with a capital letter.

#### **Definitions**

Accident means a sudden, violent, external and identifiable event that occurs during the Period of Insurance and which results solely, directly and independently of any other cause in an Injury that is unforeseen by the Insured Person.

Accidental Death means the death of an Insured Person as a result of an Accident.

Aggregate Limit of Liability is as stated in the Policy Schedule and means the maximum amount We will pay for claims and may apply to:

- (a) specific Events or Benefits; or
- (b) all claims arising from insured Events or Benefits which occur during the Period of Insurance.

Benefit is the cover and/or formula which the Insurer agrees to pay for an Event, benefit, expense or other amount payable under this Policy.

Benefit Limit is the amount or period stated in the Policy Schedule against each Event or Benefit, as applicable.

Charter Flight means an aircraft that is chartered for a specific trip by the Insured or Insured Person to fly to and/or from declared take-off and landing facilities and where the flight is not part of an airline's regular scheduled flights for the general public.

Chase or Coverholder means Chase Underwriting Solutions Pty Ltd (ABN 50 156 554 808, AFS License No 454344) (Chase). Chase is an Australian Financial Services Licensee and is authorised by ASIC to issue, deal in and provide general advice on general insurance products. Chase is authorised by the Insurer to act on its behalf in arranging, issuing, varying, cancelling and providing general advice in relation to this Policy.

Civil War means a state of armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups, including armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.

Close Relative means the Insured Person's Spouse/Partner, parent, parent-in-law, grandparent, step-parent, child (including any step or legally adopted child), grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé(e), half-brother, half-sister, aunt, uncle, niece or nephew.

Complete Fracture means a fracture in which the bone is broken completely across, and no connection is left between the pieces.

Date of Proposal Form is as stated in the Policy Schedule.

Dependent Children means an Insured Person's and/ or their Spouse/Partner's unmarried dependent children (including step or legally adopted children) as long as they are under nineteen (19) years of age, or under twenty five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, primarily dependent on the Insured Person for maintenance and support. It also means the Insured Person's and/or



Spouse/Partner's unmarried children over nineteen (19) years of age who are physically or mentally incapable of self-support.

#### **Direct Travel means:**

- (a) direct travel between an Insured Person's place of residence or employment and their place of Voluntary Work (and vice versa) and shall include any deviations or interruptions which are no greater than an additional 10 linear kilometres to the direct journey between such places; and
- (b) travel in connection with the Voluntary Work.

Cover under paragraph (a) above shall:

- (c) commence from, as applicable, the time the Insured Person leaves the boundary of the land of their place of residence or employment to the place of Voluntary Work; and
- (d) on the return journey, cease when the Insured Person crosses the boundary of the land of their place of employment or residence, as applicable.

**Doctor** means a person legally qualified and registered to practice medicine in Australia and who is a person other than the Insured Person, their relatives, business partners, shareholders or employees. Chiropractors, physiotherapists and alternative therapy providers are not regarded as a Doctor.

Domestic Duties means the usual and ordinary Domestic Duties undertaken by someone as a homemaker and could include child-minding and home help services.

Effective Date of Individual Cover means for each Insured Person, the latter of the Inception Date stated in the Policy Schedule or the time they arrive for work on the first day of employment with the Insured. Cover continues on a twenty four (24) hour a day basis for as long as they are employed by the Insured, provided this Policy is still in force and the Premiums in respect to that Insured Person are being paid, until cover ceases as set out in the provisions.

Employee means any person in the Insured's service including any directors, officers or executives. Employee also includes any consultant, contractor, sub-contractor and/or self- employed person undertaking workon the Insured's behalf if stated as being included as Insured Persons in the Policy Schedule.

Event means an Event described in the relevant Table of Events in this Policy Wording.

**Excess** means the first amount stated in the Policy Schedule for each claim or series of claims arising out of the one Accident that is payable by the Insured or the Insured Person.

Expiry Date is stated in the Policy Schedule.

Fingers, Thumbs or Toes means the digits of a Hand or Foot.

**Fixed Expenses** means regular monthly expenses (excluding Salary) incurred as part of the Insured Person's business transactions that have been continuously incurred for a period of no less than six (6) months or over such shorter period the Insured Person has been operating as a self-employed person.

Foot means the entire Foot below the ankle.

Geographical Limits means the Geographical Limits as shown in the Policy Schedule.

Hairline Fracture means the mere cracks in the bone.

Hand means the entire hand below the wrist.

**Inception Date** is stated in the Policy Schedule.

**Injury** means a bodily injury resulting from an Accident which occurs during the Period of Insurance and is not a Sickness and which:



- (a) results in any of the Events set out in the Table of Events shown under Parts A, B, C, D and/or E within twelve (12) months of the Accident; and
- (b) results solely and independently of any other causes other than:
  - i. the Accident; and/or
  - ii. Sickness directly resulting from medical or surgical treatment rendered necessary by the Accident; and
  - iii. may include an Injury caused by an Insured Person being directly and unavoidably exposed to the elements as a result of an Accident.

**Insured** means the person specified in the Policy Schedule as the Insured.

**Insured Person** means the person or persons shown by the name, classification or meeting the criteria specified for Insured Persons in the Policy Schedule for the insurance cover selected by the Insured and with respect to whom premium has been paid or agreed to be paid.

**Insurer** means certain underwriters at Lloyd's of London.

Limb means the entire Limb between the shoulder and wrist or between the hip and ankle.

Loss means in connection with: a Limb, Permanent physical severance or Permanent total loss of the use of the Limb; an eye, total and Permanent loss of all sight in the eye; hearing, total and Permanent loss of hearing; and which in each case is caused by an Injury.

Maximum Age Limit is stated in the Policy Schedule.

Medical Aids means any device that is not surgically implanted, including but not limited to CPAP machines, hearing aids, nebulisers and glucose monitors as deemed to be necessary in the treatment of the Insured Person by the treating Doctor. This excludes household appliances including all air purifiers, vaporisers and humidifiers.

Monthly Business Expenses means the Insured Person's Fixed Expenses incurred in the daily transaction of their business if they are self-employed. Monthly Business Expenses are limited to any Fixed Expenses including rates, superannuation, employee salaries and telephone costs and excludes alterations to fixed assets and depreciation. All such expenses must be certified by the Insured Person's accountant as regular Monthly Business Expenses. Monthly Business Expenses cover only applies if the Insured has nominated a weekly income Benefit to be covered under this Policy.

Non-Medicare Medical Expenses means expenses incurred by an Insured Person or the Insured within twelve (12) calendar months of the Insured Person sustaining an Injury, that are not subject to any full or partial Medicare rebate nor recoverable by the Insured Person or Insured from any other source, for treatment of an Injury certified necessary by a Doctor to a registered private hospital, physiotherapist, chiropractor, osteopath, nurse or similar provider of medical services. It does not mean dental treatment, unless such treatment is necessarily required, to teeth other than dentures and is caused by an Injury.

Other Fracture means any fracture other than a Complete Fracture, Hairline Fracture or Simple Fracture.

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

Part refers to the applicable part or subsection of cover under Section 1 of this Policy.

#### **Period of Insurance means:**

- (a) the period stated in the Policy Schedule or such shorter time if the Policy is terminated.
- (b) in respect of an Insured Person, the period from the Effective Date of Individual Cover to the Expiry Date stated in the Policy Schedule or such shorter time if the Policy is terminated.



Permanent means having lasted twelve (12) consecutive months and at the expiry of that time being in the opinion of a Doctor beyond hope of improvement.

Permanent Total Disablement means total disablement which is Permanent and is as a result of an Accident and which entirely prevents the Insured Person forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by training, education or experience, and which lasts twelve (12) consecutive months and at the end of that period is beyond hope of improvement.

Policy means this Policy Wording, the Policy Schedule and any other documents such as endorsements that We may issue and advise will form part of the Policy.

Policy Schedule means the Policy Schedule attaching to and forming part of the Policy or any replacement Policy Schedule issued by Us.

Policy Wording means the wording in PART 2 - POLICY WORDING of this document.

**Pre-existing Medical Condition** means any illness, disease, syndrome, disability or other condition, including any symptoms:

- (a) of which the Insured Person is aware or a reasonable person in the circumstance would be expected to have been aware; or
- (b) for which the Insured Person has sought or received medical attention, undergone tests or taken prescribed medication,

in the twelve (12) months prior to the Insured Person being covered under this Policy.

**Premium** means the Premium as shown in the Policy Schedule that is payable by the Insured in respect of this Policy.

Professional Sport means any sport for which an Insured Person receives any fee or monetary reward as a result of their participation.

Proposal Form means the written proposal stated in the Policy Schedule and other information disclosed by the Insured to the Insurer which form the basis of this Policy.

Quadriplegia means total and Permanent paralysis of both arms and both legs.

Salary means the average weekly pre-tax income derived from personal exertion during the period of twelve (12) months immediately preceding the date of Temporary Total Disablement or Temporary Partial Disablement or during such shorter period as the Insured Person has been employed (or self-employed) in their occupation at the time the disability occurred, subject to:

- (a) in the case of an Employee remunerated by wages or salary, income includes any allowances that are payable to the Employee as part of the Employee's remuneration, whether in addition to the Employee's wage or salary or not, but does not include any bonuses, commissions, overtime payments or other allowances before any salary sacrifice deductions.
- (b) in the case of a self-employed person, income is net of business costs and expenses incurred in deriving that income.

Seek Employment means the Insured Person being registered with the government agency or department which is responsible for providing employment services and/or a recruitment agency and then providing Us with proof of a minimum of two (2) new job applications per week.

Sickness means any illness, disease or syndrome suffered by the Insured Person which is not a Pre-existing Medical Condition, which manifests itself during the Period of Insurance and which results in Temporary Total Disablement or Temporary Partial Disablement within twelve (12) months after manifesting itself.



Simple Fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Doctor requires minimal and uncomplicated medical treatment.

Spouse/Partner means the Insured Person's husband or wife living with the Insured Person or any person of either sex living in a defacto relationship with the Insured Person.

Table of Event refers to the applicable table outlining insured Events and the relevant Benefits under each section.

Temporary Partial Disablement means that in the opinion of a Doctor, the Insured Person is temporarily unable to engage in a substantial part of their usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a Doctor.

Temporary Total Disablement means that in the opinion of a Doctor, the Insured Person is temporarily unable to engage in their usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a Doctor.

Terrorism means any act, including, but not limited to, the use of force or violence, committed by any persons acting on behalf of or in connection with any organisation, creating serious violence against a person or serious damage to property or a serious risk to the health or safety of the public, undertaken to influence a government or civilian populace for the purpose of advancing a political, religious or ideological cause.

Tooth/Teeth means a sound and natural permanent tooth but does not include first or milk teeth, dentures or implants.

Voluntary Work means any unpaid work undertaken by an Insured Person.

The cover under this Policy shall apply while the Insured Person is engaged to perform the work at or in the vicinity of the required location and shall include any reasonable Direct Travel.

Waiting Period means the period specified in the Policy Schedule during which no Benefits are payable by Us in relation to Section 1 - Part B (Weekly Benefits – Injury).

War means a state of armed conflict, whether declared or not, between different nations, states, or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us means the Insurer.

### **Interpretation**

The following interpretation applies to this Policy where the context permits.

(a) Headings

Clause, sub clause and paragraph headings in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

(a) Includes

"Includes" in any form is not a word of limitation.

(b) Statutes

Reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

(c) Meaning of "or"



The meaning of "or" will be that of the inclusive "or", that is meaning one, some or all of a number of possibilities.

(d) Person

Reference to a person includes any other entity recognised by law and vice versa.

(e) Singular / plural

In this Policy words used in the singular shall include the plural and vice versa.



# 1. SECTION 1 - PERSONAL ACCIDENT

#### 1.1 Personal Accident

If, during the Period of Insurance and within the Geographical Limits, an Insured suffers an Accident which directly results in an Injury, We will pay the Insured the Benefit Limit in accordance with the Table of Events shown under Parts A, B, C and/or D, below. However, the Event arising from an Accident, must occur within twelve (12) months of the Accident giving rise to the Injury.

### 1.2 Table of Events

### **Part A: Lump Sum Benefits**

Cover for an Event under this Part applies only if a Benefit Limit is stated for that Event against Part A: Lump Sum Benefits.

	ots  Following Events must occur within twelve (12)  This of the date of the Accident	Benefit amount Being a percentage of the Benefit Limit under Part A: Lump Sum Benefits.
1.	Accidental Death	100%
2.	Permanent Total Disablement	100%
3.	Paraplegia or Quadriplegia	100%
4.	Permanent and incurable paralysis of all Limbs	100%
5.	Loss of sight of one (1) or both eyes	100%
6.	Loss of use of one (1) or more Limbs	100%
7.	Permanent and incurable insanity	100%
8.	Loss of use of lens of:	
	A. both eyes	100%
	B. one (1) eye	60%
9.	Loss of hearing of:	
	A. both ears 100%	80%
	B. one (1) ear 60%	30%
10.	Burns:	
	<ul> <li>A. third degree burns and/or resultant disfigurement which covers more than thirty (30) percent of the entire external body</li> </ul>	60%
	<ul> <li>second degree burns and/or resultant disfigurement which covers more than thirty (30) percent of the entire external body</li> </ul>	30%
11.	Permanent total loss of use of four (4) Fingers and Thumb of either Hand	80%



12.	Permanent total loss of use of four (4) Fingers of either Hand	50%
13.	Permanent total loss of use of the Thumb of either Hand:	
	A. both joints	40%
	B. one (1) joint	20%
14.	Permanent total loss of use of Fingers of either Hand:	20%
	A. three (3) joints	15%
	B. two (2) joints	10%
	C. one (1) joint	
15.	Permanent total loss of use of Toes of either Foot:	
	A. All – one Foot	15%
	B. great – both joints	
	C. great – one joint	5%
	D. other than great Toe – each Toe	3%
		1%
16.	Fractured leg or patella with established non-union	10%
17.	Loss of at least fifty (50) percent of all Teeth	1% per Tooth (up to a maximum of \$10,000 in total)
18.	Shortening of leg by at least five (5) centimetres	10%
19.	Permanent partial disablement not otherwise provided for under Events 8 to 18	Such percentage of the lump sum amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the Benefits provided under Events 8 to 18.

### Part B: Weekly Benefits - Injury

Cover for an Event under this Part applies only if a Benefit Limit is stated for that Event against Part B: Weekly Benefits – Injury.

#### **Events**

20. Temporary Total Disablement

From the date Temporary Total Disablement as a result of Injury commences and whilst the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the Benefit Limit against Part B: Weekly Benefits – Injury, but not exceeding the percentage of Salary shown in the Policy Schedule.

21. Temporary Partial Disablement



From the date Temporary Partial Disablement as a result of Injury commences and whilst the Temporary Partial Disablement persists and after the Waiting Period, We will pay up to the Benefit Limit against Part B: Weekly Benefits – Injury, less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the percentage of Salary shown in the Policy Schedule.

Should the Insured Person be able to return to work in a reduced capacity but elects not to do so, then the Benefit payable will be 30% of the amount payable for Event 20.

### Part C: Injury Resulting in Fractured Bones

Cover for an Event under this Part applies only if a Benefit Limit for that Event is stated against Part C: Injury Resulting in Fractured Bones.

	of the date of the Accident	Benefit amount Being a percentage of the Benefit Limit under Part C: Injury Resulting in Fractured Bones.
22.	Complete Fracture of neck, spine or skull	100%
23.	Hip	75%
24.	Other Fracture of jaw, pelvis, leg, ankle or knee	50%
25.	Cheekbone, shoulder or Hairline Fracture of neck, skull or spine	40%
26.	Other Fracture of arm, elbow, wrist or ribs (per rib)	30%
27.	Simple Fracture of jaw, pelvis, leg, ankle or knee	25%
28.	Nose or collarbone	25%
29.	Simple Fracture of arm, elbow, wrist or ribs (per rib)	25%
30.	Finger (per Finger), Thumb (per Thumb), Foot, Hand or Toe (per Toe)	10%

The maximum Benefit payable for any one (1) Injury resulting in fractured bones shall be the Benefit Limit against Part C: Injury Resulting in Fractured Bones.

In the case of an established non–union of any of the above fractures, We will pay an additional Benefit of five percent (5%) of the Benefit Limit against Part D: Injury Resulting in Fractured Bones or three thousand dollars (\$3,000), whichever is the greater.



### Part D - Injury Resulting in Loss or Damage to Teeth

Cover for an Event under this Part applies only if a Benefit Limit for that Event is stated against Part D – Injury Resulting in Loss or Damage to Teeth.

Eve	ents	Benefit amount
	following Event(s) must occur within twelve months of the date of the Accident	Being a percentage of the Benefit Limit under Part D – Injury Resulting in Loss or Damage to Teeth.
31.	Loss of or full capping of Teeth	100% (maximum \$500 per Tooth)
32.	Chipped or broken Teeth requiring partial capping	50% (maximum of \$250 per Tooth)

### Part E: Monthly Business Expenses - (Self Employed Persons Only)

Cover for this Part applies only if a Benefit Limit is stated against:

- (a) Part B: Weekly Benefits Injury;
- (b) a Benefit Limit for that Event is stated against Part E Monthly Business Expenses (Self Employed Person Only); and
- (c) if the Insured Person is self-employed.

#### **Events**

- 33. Temporary Total Disablement (payable in addition to Event 20)
- 34. Temporary Partial Disablement (payable in addition to Event 21)

From the date Temporary Partial Disablement as a result of Injury commences and whilst the Temporary Partial Disablement persists and after the Waiting Period, We will pay up to the Benefit Limit against Part B: Weekly Benefits – Injury, less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the percentage of Salary shown in the Policy Schedule. If the Insured Person is able to return to work in a reduced capacity but elects not to do so, then the Benefit payable will be 30% of the amount payable for Event 20.

### 2. SECTION 2 - NON-MEDICARE MEDICAL EXPENSES

If, during the Period of Insurance cover for an Event under this Section applies only if an amount for that Event is shown in the Policy Schedule against Section 2 – Non-Medicare Medical Expenses.

Events The following Event(s) must occur within twelve (12) months of the date of the Accident		Benefit amount Being a percentage of the Benefit Limit under Section 2 – Non-Medicare Medical Expenses.
35.	The Insured Person incurring Non-Medicare	5% of the actual Non-Medicare Medical Expenses after



Medical Expenses	deduction from any other source or the applicable Benefit Limit, whichever is the lesser.

#### 2.1 Conditions to Section 2

- (a) Non-Medicare Medical Expenses does not include any or part of any expenses for which a Medicare benefit is paid or is payable, nor does it include the balance of monies due or payable by the Insured Person after deduction of any Medicare benefit or rebate (commonly known as the "Medicare Gap").
- (b) The amount of Our total liability which represents physiotherapy, chiropractic or osteopathic expenses shall not exceed the Benefit Limit in respect of any one Injury.

#### 2.2 Exclusions to Section 2

We shall not be liable to make any payment in respect of:

- (a) any expense recoverable by the Insured or by the Insured Person from any other insurance scheme or any plan providing medical or ancillary or similar coverage or from any other source except for the excess of the amount recoverable from such other insurance plan or source;
- (b) any expense to which the Private Health Insurance Act 2007 (as amended or replaced), or similar legislation or any of the regulations made under it apply;
- (c) more than the specified percentage of each claim less all deductions;
- (d) any dental treatment expense unless it is necessarily incurred to sound and natural Teeth, other than first Teeth or dentures, and is caused by Injury; or
- (e) any expense which We are prohibited by law from paying.

### 3. SECTION 3 - ADDITIONAL WELLBEING BENEFITS

The following additional Benefits apply under Section 2 this Policy and are payable to the Insured Person.

#### 3.1 Accidental HIV Infection Benefit

If, during the Period of Insurance and within the Geographical Limits, an Insured Person accidently contracts the Human Immunodeficiency Virus (HIV) Infection:

- (a) as a direct result of Injury caused by a violent and physical bodily assault by another person on the Insured Person during the Period of Insurance and whilst they are an Insured Person; or
- (b) as a direct result of receiving medical treatment provided by a Doctor or registered nurse for the Insured Person's Injury suffered during the Period of Insurance,

We will pay the Benefit Limit under Additional Wellbeing – Accidental HIV Infection Benefit, provided that:

(c) there is a positive diagnosis within one hundred and eighty (180) days of the event giving rise to the HIV infection;



- (d) 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
- (e) a recognised laboratory carries out medical and clinical tests that conclusively prove the Insured Person was not HIV positive at the time and date of the event giving rise to the HIV infection. No Benefit will be payable if the Insured Person fails to comply with or provide the required level of proof.

#### 3.2 Coma Benefit

If, during the Period of Insurance and within the Geographical Limits, an Insured Person sustains an Injury which directly causes or results in a continuous unconscious state and the Insured Person or the Insured Person's legal representative presents Us with a written opinion of a Doctor that verifies that the Injury caused the Insured Person to be in such a continuous unconscious state, We will pay the daily Benefit Limit against Additional Wellbeing – Coma Benefit or part thereof of continuous unconsciousness, up to a maximum period of ninety (90) days.

### 3.3 Independent Financial Advice

If an Insured Person sustains an Injury for which Benefits are payable for Events 1 to 8.A, We will, at the request of the Insured, pay for the cost of professional financial planning advice in respect of the payment of the Benefit, provided by a qualified financial planner who is not an Insured Person or their Close Relative, up to the weekly Benefit Limit against Additional Wellbeing – Independent Financial Advice, up to the maximum number of weeks stated in the Policy Schedule. Costs must be incurred within six (6) months of the lump sum Benefit being paid.

#### 3.4 Modification Benefit

If, during the Period of Insurance, an Insured Person sustains an Injury for which a Benefit is paid for Events 2 or 3, We will pay for costs reasonably incurred to modify the Insured Person's home and/or motor vehicle, or costs associated with relocating the Insured Person to a more suitable home, up to the Benefit Limit against Additional Wellbeing – Modification Benefit, provided that medical evidence is presented from a Doctor certifying the modification and/or relocation is necessary.

#### 3.5 Rehabilitation Benefit

On the occurrence of Events 20 and/or 21 for which Benefits are payable, We will pay for tuition or advice for an Insured Person from a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement (which agreement shall not be unreasonably delayed or withheld) and is confirmed by the Insured Person's Doctor as being necessary. The maximum amount We will pay is the Benefit Limit against Additional Wellbeing – Rehabilitation Benefit.

#### 3.6 Spouse/Partner Retraining Benefit

If, during the Period of Insurance, the Insured Person suffers an Injury for which a Benefit is paid for Events 1 or 2, We will pay up to the Benefit Limit against Additional Wellbeing - Spouse/Partner Retraining Benefit, for the training or retraining of the Insured Person's Spouse/Partner:

- (a) for the sole purpose of obtaining gainful employment;
- (b) to improve their potential for employment;



- (c) to enable them to improve the quality of care they can provide to the Insured Person; and
- (d) provided always that:
  - (i) the Spouse/Partner has not attained the age of sixty-five (65) years of age at the commencement of the training;
  - (ii) the training is provided by a recognised institution with qualified skills to provide such training; and
  - (iii) the costs are incurred within six (6) months of the payment of the Benefit for Events 1 or 2.

#### 3.7 Student Tutorial Benefit

If, during the Period of Insurance and within the Geographical Limits, an Insured Person who is a full time student suffers an Injury and a Doctor certifies that the Insured Person is unable to attend classes as a result of the Injury, We will pay the reasonable costs incurred for home tutorial services, up to the weekly maximum Benefit Limit stated against Additional Wellbeing – Student Tutorial Benefit up to the maximum number of weeks stated in the Policy Schedule.

### 3.8 Unexpired Membership Benefit

If, during the Period of Insurance, an Insured Person suffers an Injury which results in Benefits being payable under:

- (a) Events 2 to 8.A; or
- (b) Event 20 for which a Doctor certifies in writing will continue for a minimum period of twenty-six (26) weeks,

and in either case, is certified by a Doctor as preventing the Insured Person from continuing participation in any sport or gym activity for which they have paid or are contractually obliged to pay a membership, association or registration fee, We will pay a pro-rata refund of such fees for the current season up to the Benefit Limit against Additional Wellbeing – Unexpired Membership Benefit.

#### 3.9 Accommodation and Transport

If, during the Period of Insurance and within the Geographical Limits an Insured Person sustains an Injury and is admitted as an in-patient of a hospital, which is more than one hundred (100) kilometres from the Insured Person's permanent place of residence, We will pay the actual and reasonable transport and/or accommodation expenses incurred by their Spouse/Partner and/or Dependent Children to travel to or remain with the Insured Person up to the Benefit Limit against Additional Wellbeing – Accommodation and Transport Benefit.

### 3.10 Out of Pocket Expenses

If during the Period of Insurance, and within the Geographical Limits, an Insured Person sustains an Injury which directly results in additional 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 Benefit Limit against Additional Wellbeing – Out of Pocket Expenses.

Provided that such expenses are not insured elsewhere under this Policy, or are not recoverable by the Insured or the Insured Person from any other source.



#### 3.11 Childcare Benefit

If, during the Period of Insurance, an Insured Person suffers an Injury for which a Benefit is payable under Events 2 to 8.A, We will pay the actual and reasonable expenses incurred for the services of a registered childcare provider up to the Benefit Limit against Additional Wellbeing – Childcare Benefit, but only in respect of additional costs that would not otherwise have been incurred.

### 3.12 Dependent Child Benefit

If during the Period of Insurance and within the Geographical Limits, the Insured Person suffers an Accidental Death, We will pay the Benefit Limit stated against Additional Wellbeing - Dependent Child Benefit, for each Dependent Child of the Insured Person, up to the maximum amount per family stated in the Policy Schedule.

### 3.13 Domestic Help Benefit

If, during the Period of Insurance and within the Geographical Limits, an Insured Person sustains an Injury and a Doctor certifies that the Insured Person is unable to carry out Domestic Duties, We will pay the actual and reasonable costs incurred of hiring domestic help up to the weekly Benefit Limit against Additional Wellbeing – Domestic Help Benefit, up to the maximum number of weeks stated in the Policy Schedule, provided that the domestic help is not carried out by an Insured Person's Close Relative nor a person permanently residing with the Insured Person.

#### 3.14 Education Fund Benefit

If, during the Period of Insurance and within the Geographical Limits, an Insured Person suffers an Accidental Death and is survived by Dependent Children, We will pay the Benefit Limit against Additional Wellbeing – Education Fund Benefit, for each surviving Dependent Child of the Insured Person, up to the maximum amount per family stated in the Policy Schedule.

#### 3.15 Home Care Benefit

If, an Insured Person who is receiving Benefits under Event 20 and requires full time care, We will pay an additional Benefit where an immediate family member ceases permanent employment and is no longer earning an income solely because of the provision of that care.

The Benefit We will pay is the lesser of:

- (a) the weekly Benefit Limit against
- (b) Additional Wellbeing Home Care Benefit, or the lost income the family member would have earned if the Insured Person had not been disabled.

This Benefit is payable while the Insured Person is totally disabled up to the maximum Benefit Limit period and where a Doctor has certified in writing that the Insured Person is confined to bed due to Injury and requires full-time care.

#### 3.16 Home Nursing Expenses

If, an Insured Person who is receiving Benefits under Event 20 and requires home nursing, We will pay up to the weekly Benefit Limit against Additional Wellbeing – Home Nursing Expenses for expenses relating to the care of the Insured Person by a legally qualified and registered nurse.

This Benefit is payable up to the maximum of three (3) months and where a Doctor has certified in writing that the Insured Person is confined to bed due to the Injury.



### 3.17 Orphan Benefit

If, during the Period of Insurance and within the Geographical Limits, an Insured Person and their Spouse/Partner both suffer an Accidental Death resulting from the same Event and they are survived by Dependent Children, We will pay the Benefit Limit against Additional Wellbeing – Orphan Benefit, for each Dependent Child of the Insured Person, up to the stated maximum Benefit Limit per family.

#### 3.18 Advance payment

If an Insured Person sustains an Injury for which Benefits are payable for Event 20, We will immediately pay thirteen (13) weeks Benefit, provided that We are presented with medical evidence from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.

### 3.19 Disappearance

If the body of an Insured Person is not found within twelve (12) months after an Accident involving the conveyance in which they were travelling, Accidental Death will be presumed in the absence of any evidence to the contrary. The Accidental Death Benefit Limit set out under Event 1 shall become payable, subject to a signed undertaking by the beneficiary that, if the Insured Person is subsequently found alive, such Accidental Death Benefit Limit will be refunded to Us.

#### 3.20 Escalation of claim Benefit

After payment of a Benefit for Events 20 and/or 21 continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a Benefit is paid, the Benefit will be increased by 5% per annum.

### 4. SECTION 4 - CORPORATE PROTECTION

The following Benefits apply under Section 4 of this Policy and are payable to the Insured.

#### 4.1 Chauffeur Benefit

On the occurrence of Events 20 and/or 21 for which Benefits are payable, provided that medical evidence is presented from a Doctor certifying that the Insured Person is unable to operate a motor vehicle or travel on other available modes of public transport, We will pay up to the Benefit Limit against Corporate Protection – Chauffeur Benefit, for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the Insured Person directly to and from their normal place of residence and normal place of work.

### 4.2 Corporate Image Protection

If, during the Period of Insurance, an Insured Person sustains an Injury for which a Benefit is paid for Events 1 or 2, We will pay the Insured the actual and reasonable expenses incurred for the services of image/ public relations consultants for the purpose of protecting the Insured's corporate image, up to the Benefit Limit against Corporate Protection – Corporate Image Protection.

### **4.3** Funeral Expenses



If, during the Period of Insurance and within the Geographical Limits, an Insured Person suffers Accidental Death, We will reimburse the reasonable expenses incurred up to the Benefit Limit against Corporate Protection – Funeral Expenses, for the Insured Person's funeral, burial or cremation or the cost of returning the Insured Person's body or ashes to a place nominated by the Insured Person's Spouse/Partner or the legal representatives of the Insured Person's estate.

### 4.4 Replacement Staff/Recruitment Costs

If, during the Period of Insurance, an Insured Person suffers from an Injury and in Our judgement (acting reasonably) We believe that a Benefit will be paid under Event 1 or 2, We will pay the actual and reasonable costs incurred by the Insured for the recruitment of replacement Employees, up to the Benefit Limit against Corporate Protection – Replacement Staff/Recruitment Costs, provided that the costs are incurred within sixty (60) days after the occurrence of the Injury and are crucial and necessary for the Insured's business to continue. The Insured must first provide a signed undertaking that any amount paid to the Insured will be repaid to Us if it is found that a valid claim did not or will not eventuate.

### 4.5 Workplace Assault Benefit

If, during the Period of Insurance, an Insured Person suffers an Injury as a result of an unprovoked assault at their usual place of employment or whilst in the course of their duties, on behalf of the Insured, We will pay the Benefit Limit against Corporate Protection – Workplace Assault Benefit.

### 4.6 Workplace Modification Benefit

If in Our opinion (acting reasonably) an Insured Person who is receiving Benefits under Events 20 and/or 21, requires a modification of their workplace which directly relates to the Insured Person returning to gainful employment, We will pay the cost of the modification expenses up to the Benefit Limit against Corporate Protection – Workplace Modification Benefit. This Benefit shall not exceed 50% of the remaining Benefits payable under Events 20 and/or 21 to the expiry of the maximum Benefit Limit period.

### 4.7 Workplace Trauma Benefit

If, during the Period of Insurance and during the course of their employment, an Insured Person witnesses:

- (a) a violent criminal act; or
- (b) the death, Quadriplegia, or Paraplegia of another person,

and is diagnosed by a Doctor to have suffered psychological trauma as a result of such events, We will pay for the Insured Person to receive trauma counselling from a Doctor (who is not an Insured Person or their Close Relative) up to the Benefit Limit against Corporate Protection – Workplace Trauma Benefit.

#### 4.8 Disappearance

If the body of an Insured Person is not found within twelve (12) months after an Accident involving the conveyance in which they were travelling, Accidental Death will be presumed in the absence of any evidence to the contrary. The Accidental Death Benefit Limit set out under Event 1 shall become payable, subject to a signed undertaking by the beneficiary that, if the Insured Person is subsequently found alive, such Accidental Death Benefit Limit will be refunded to Us.



### 5. GENERAL CONDITIONS

### 5.1 Lump sum Benefits

If an Insured Person suffers an Injury resulting in any one (1) of Events 2 to 8.A, no further Benefits will be payable under Part A: Lump Sum Benefits for any subsequent Injury to that Insured Person.

#### 5.2 Benefits for Events 1 to 19

Benefits shall not be payable for more than one (1) of Events 1 to 19 in respect of the same Injury in which case the highest Benefit Limit amount will be paid.

### 5.3 Weekly Benefits

Weekly Benefits shall not be payable:

- (a) in excess of the maximum Benefit Limit period in respect to any one (1) Injury;
- (b) for the Waiting Period;
- (c) beyond the date of the Insured Person's death;
- (d) once the Insured Person is deemed fit to return to work by a Doctor;
- (e) for more than one (1) of Events 20 and/or 21 that occur during the same period of time;
- (f) if the Insured Person fails to provide Us with all requested information and other evidence reasonably required to assess their claim; or
- (g) during any period where the Insured Person fails to follow the advice of or undertake the recommended treatment by a Doctor for the current disability. Advice or treatment includes seeking specialist advice or undergoing rehabilitation such as but not limited to obesity, drug addiction or alcoholism treatment plans where the condition is related to or exacerbating the current disability.

### 5.4 Imprisonment

Any Benefit payable shall be suspended during a period of imprisonment whether served in a state run detention centre or alternate facility including home detention.

### 5.5 Examination by independent medical officer

We may require (acting reasonably) at any time during a period of disablement that the Insured Person is examined by an independent medical officer of Our choosing. The costs associated with the examination will be met by Us, however if the Insured Person fails to attend the examination without a good reason, then they will be required to pay any reasonable costs incurred. Failure to attend the independent medical examination may result in suspension or cessation of Benefits.

#### 5.6 Disablement from related causes

If an Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or related cause or causes within six (6) months, the subsequent period of disablement will be deemed a continuation of the prior disablement. A new Waiting Period will not apply, and the total Benefit period shall not exceed the maximum Benefit Limit period, inclusive of the Benefit already received. If the Insured Person has worked on a full-time unrestricted basis for at least



six (6) consecutive months the subsequent period of disablement shall be deemed to have resulted from a new Injury. A new Waiting Period and a new maximum Benefit Limit period shall apply. Where an Injury requires surgical treatment which cannot be performed within the twelve (12) months from the date of the Accident, provided the Insured Person can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of Accident and a Doctor certifies this, We will treat this as a continuation of the first Injury regardless of whether the Insured Person has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty four (24) months from the original date of the Accident.

### 5.7 Waiting Period

If an Insured Person returns to work for more than five (5) days during the Waiting Period and suffers a recurrence of the Injury which led to the initial Temporary Total Disablement, then the Waiting Period shall recommence from the day that the Insured Person suffers Temporary Total Disablement after returning to work.

#### 5.8 Treatment of leave entitlements

Sick leave, annual leave or other employer sponsored Benefits are not required to be exhausted prior to the Insured Person making a claim under this Policy.

#### 5.9 Workers or accident compensation

The amount of any Benefit Limit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any periodic compensation Benefits payable under any workers' compensation or accident compensation scheme and the amount of any sick pay received or any disability entitlement so that the total amount of any such benefit or entitlement and Benefits payable under this Policy shall not exceed the percentage of Salary shown in the Policy Schedule or the Salary of the Insured Person, whichever is the lesser.

### 5.10 Unemployment

If the Insured Person becomes unemployed whilst receiving Benefit payments under Events 20 and/or 21 and is subsequently certified by a Doctor as being fit for light or partial duties, then the Insured Person must actively Seek Employment which is consistent with the Doctor's certified level of capacity. If the Insured Person does not actively Seek Employment, Benefits shall be reduced to 30% of the amount payable for Event 20.

#### 5.11 Frequency of Benefit payments

Subject to Additional Wellbeing Benefit 3.18 (Advance payment), weekly Benefits shall be payable fortnightly in arrears. Compensation for a period of less than one week will be paid at the rate of one-seventh (1/7th) of the weekly Benefit for each day during which the disability continues.

### 5.12 Payment of Benefits

All Benefits shall be payable to the Insured or such person(s) and in such proportions as the Insured shall nominate, unless otherwise stated in this Policy.

#### 5.13 Lump sum Benefits to persons under 18 years of age



With respect to any claim under Part A: Lump Sum Benefits payable to an Insured Person under eighteen (18) years of age, a reduced amount of the stated Benefit Limit is payable as follows:

- (a) for Event 1 Accidental Death, the Benefit payable shall be limited to 10% of the Benefit Limit or \$50,000, whichever is the lesser; and
- (b) for Events 2 to 19, the Benefit payable shall be the Benefit Limit or \$250,000, whichever is the lesser.

#### 5.14 Date of Accident

Where an Insured Person is exposed to the elements as a result of an Accident and suffers from any of the Events stated in the Table of Events 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.

### 5.15 Entitlement to multiple payments

Should a Benefit be payable under this Policy that is also payable under any other policy issued by Us, the amount will only be payable under one (1) policy, which shall be the policy with the highest benefit amount.

### 6. GENERAL EXCLUSIONS

We will not be liable to pay any loss, cost, expense or Benefit under this Policy arising from or attributed to:

### 6.1 Aircraft or Professional Sports

an Insured Person engaging in or taking part in:

- (a) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
- (b) training for or participating in Professional Sport of any kind.

#### 6.2 Self-injury or suicide

any self-injury, suicide or any illegal or criminal act committed by the Insured Person.

### 6.3 Intoxication or drugs

the Insured Person being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of non-prescription drugs, including abuse of prescription drugs unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice.

#### 6.4 Health Insurance Acts

Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth).

### 6.5 Age restriction

any loss which occurs when the Insured Person is at or older than the Maximum Age Limit. This will not prejudice any entitlement to claim Benefits for an Event which has arisen before the Insured Person has attained the Maximum Age Limit.



### 6.6 Childbirth or pregnancy

any claim for Events 20 and/or 21 which are in any way attributed to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising therefrom.

#### 6.7 Certain diseases

any claim which results from a sexually transmitted disease 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 to the extent that it is covered under Additional Wellbeing Benefit 3.1 (Accidental HIV Infection Benefit).

#### 6.8 War or Terrorism

war, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military, usurped power or Terrorism.

#### 6.9 Nuclear

the use, existence or escape of nuclear weapons, materials or ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.

### 6.10 Pre-existing Medical Conditions

Pre-existing Medical Conditions as herein defined, except as provided in General Provision 7.13 (Pre-existing Medical Conditions takeover terms).

### 6.11 Pathogens or biological

the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

#### 6.12 Hazardous activities

the Insured Person's voluntary exposure to unnecessary danger.

#### 6.13 Communicable disease

or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.

#### 6.14 Sanctions

any claim or Benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such Benefit would expose Us to any sanction, prohibition or restriction under United Nations Security Council (UNSC) resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

#### 6.15 Excess

the applicable Excess.



### 7. GENERAL PROVISIONS

### 7.1 Aggregate Limit of Liability

Except as specifically provided in this Policy to the contrary, Our total liability for all claims arising out of any one occurrence or series of occurrences arising out of the one Accident for an Event or Benefit shall not exceed the Aggregate Limit of Liability stated against the relevant Event or Benefit.

If claims are made under this Policy by more than one Insured Person, in respect of the same occurrence or series of related occurrences arising out of the one incident or Accident or Event or which involve the same Benefit, that exceed the Aggregate Limit of Liability for such Event or Benefit, then the amount of each Insured Person's claim for such Event or Benefit will be proportionally reduced.

If the Aggregate Limit of Liability is reached, the amount may be reinstated with Our agreement and payment of the appropriate additional premium.

#### 7.2 Alteration of risk

The Insured must advise Us as soon as is reasonably practicable of any alteration of the Insured's business activities which increase the risk of damage, Injury, liability or loss.

#### 7.3 Assistance and co-operation

The Insured and the Insured Person or their legal representative shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of law suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the insured parties because of bodily injury, loss or damage with respect to which insurance is afforded under this Policy. In that regard, the Insured, the Insured Person or their legal representative shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured, the Insured Person or their legal representative shall not, except at the insured party'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 Accident.

#### 7.4 Cancellation

The Insured may cancel this Policy at any time by notifying Us in writing. The cancellation will take effect from 4:00pm on the day We receive the Insured's written notice of cancellation or such time as may be otherwise agreed. We may cancel this Policy or any section thereof for any of the reasons set out in Section 60 or 61 of the Insurance Contracts Act 1984 (Cth), including where there has been non-payment of the Premium. Cancellation by Us takes effect from 4:00pm on the day which is three (3) business days from the date We notify the Insured in writing.

If this Policy is cancelled by the Insured, We will retain a short period premium calculated at the pro-rata proportion of the annual premium for the time the Insured has been on risk plus ten percent (10%) and the Insured shall receive a refund of any balance of the Premium actually paid.

If this Policy is cancelled by Us, We will retain a premium calculated at the pro-rata proportion of the annual premium for the time the Insured has been on risk and the Insured shall receive a refund of any balance of the Premium actually paid.

We will not refund any Premium if We have paid a claim or Benefit under this Policy.



### 7.5 Currency

All amounts in this Policy are in Australian dollars (AUD).

### 7.6 Due diligence

The Insured and the Insured Person must take reasonable care to prevent or minimise loss, damage, Injury or liability under this Policy.

#### 7.7 Fraudulent claims

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or the Insured Person or anyone acting on the Insured's or the Insured Person's behalf to obtain any Benefit under this Policy, or if any loss hereunder is occasioned by the wilful act or with the connivance of the Insured or Insured Person, We, without prejudice to any other right(s) We might have under this Policy, shall be entitled to refuse to pay such claim and the Insured and the Insured Person must pay back any Benefit that We have already paid. If this happens, We will not refund any Premium.

#### 7.8 Notice of claim

The Insured, the Insured Person or any person entitled to claim under this Policy must give Us or Our authorised agent written notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable. Any such notice must be directed to Corporate Services Network Pty Ltd which contact information is provided in the Policy Schedule under Notice of Claim.

#### 7.9 Other Insurance

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

#### 7.10 Service of Suit

The Insurers accepting this Policy agree that:

- (a) if a dispute arises under this Policy, this Policy will be subject to Australian law and practice and the Insurers will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (b) any summons notice or process to be served upon the Insurer may be served upon:
  - Lloyd's Underwriters' General Representative in Australia
  - Suite 1603, Level 16, 1 Macquarie Place, Sydney NSW 2000,
  - who has authority to accept service on the Insurer's behalf; and
- (c) if a suit is instituted against any of the Insurers, all Insurers participating in this Policy will abide by the final decision of such court or any competent appellate court.

### 7.11 Several liability notice

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten



by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together).

The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract.

The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

### 7.12 Subrogation

When We pay any amount under this Policy, the Insured and the Insured Person or their legal representative, agree that We shall be subrogated to all of their rights to recover against any person or entity and the Insured and the Insured Person or their legal representative, agree to execute and deliver any certificates, information and other documentation as We may reasonably require and do whatever else is necessary to enable Us to secure such rights.

Neither the Insured, the Insured Person nor their legal representative shall take action or wilful inaction, after We have paid any amount, which will prejudice Our rights to subrogation.

#### 7.13 Pre-existing Medical Conditions takeover terms

With respect to Insured Persons who are covered by this Policy on the Inception Date and were covered at expiry under the insurance policy that this Policy replaces, cover is hereby extended to include any Pre-existing Medical Conditions (other than any condition which has a terminal diagnosis) which would have been covered under the previous insurance. This provision has the effect of altering this Policy's definition of Pre-existing Medical Condition and exclusion 6.10 which may otherwise have applied.



