

Lloyd's of London

Policy Document

**CFMEU MINING & ENERGY
QLD DISTRICT
GROUP SCHEME**

**Death & Total & Permanent Disablement
By Accident Only Cover**

SCHEDULE OF BENEFITS (for each Insured Person)

The percentages specified below are % of the Capital Sum Insured stated in the Schedule of Insured Persons applicable to the Insured Person.

Where the letters N.C. (NOT COVERED) are inserted no insurance is provided.

1.	Death	100%
2.	Total and irrecoverable loss of sight of both eyes	100%
3.	Total and irrecoverable loss of sight of one eye	50%
4.	Loss of two limbs	100%
5.	Loss of one limb	50%
6.	Total and irrecoverable loss of sight of one eye and loss of one limb	100%
7.	Permanent Total Disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s))	100%

Should losses from a single event exceed AUD 17,500,000, Underwriters liability will be limited to the event limit of AUD 17,500,000 and the benefit payable will be divided proportionally between the Insured Persons

IMPORTANT NOTICES

Words in bold print in this Insurance have special meaning, as defined in the DEFINITIONS of this Insurance.

Retention of Policy Document

This is an important document which you should read carefully and keep in a safe place.

Your Duty Of Disclosure

Before You enter into an insurance contract with Us, the Insurance Contracts Act 1984 requires You to provide Us with the information We need to enable Us to decide whether and on what terms Your proposal for insurance is acceptable and to calculate how much premium is required for Your insurance.

The Act imposes a different duty the first time You enter into the policy with Us to that which applies when You vary, renew, extend, reinstate or replace Your policy. We set these duties out below.

Your duty of disclosure when you enter this policy with us for the first time.

You will be asked various questions when You first apply for this policy. When You answer these questions, You must:

- a) Give Us honest and complete answers.
- b) Tell Us everything You know concerning the proposed insurance; and
- c) Tell Us everything that a reasonable person in the circumstances could be expected to tell Us.

Your duty of disclosure when you **renew, vary, extend, reinstate or replace your policy**.

If You renew, vary, extend, reinstate or replace the policy Your duty is to tell Us before the renewal, variation, extension, reinstatement or replacement is made, every matter which:

- a) You know; or
- b) A reasonable person in the circumstance could be expected to know;
- c) Is relevant to Our decision whether to insure You and whether any special conditions need to apply to Your policy.

What you do not need to tell us for either duty

You do not need to tell Us about any matter:

- a) That diminishes Our risk;
- b) That is of common knowledge;
- c) That We know or should know as an Insurer; or
- d) That We tell You We do not need to know.

What happens if you don't comply with the relevant duty?

If you do not comply with the relevant duty, We may cancel the policy or reduce the amount We pay if You make a claim. If fraud is involved We may treat the policy as if it never existed and pay nothing.

The Duty of Utmost Good Faith

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

Money Back Guarantee

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

Agreement

We The Underwriters hereby agree with You, to the extent and in the manner herein provided, that if the Insured Person sustains **Injury** caused by an **Accident**, we will pay to the Insured Person, or to the Insured Person's Executors or Administrators, according to the Schedule of Benefits after the total claim shall be substantiated under this Insurance.

Provided always that:

1. benefit shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one **Accident** to any one Insured Person
2. the total sum payable under this Insurance in respect of any one or more **Accidents** to any one Insured Person shall not exceed in all the largest benefit under any one of the items contained in the Schedule of Benefits.
3. if Item 1 of the Schedule of Benefits is not covered, then no claim shall be payable, in respect of any **Accident** which would have given rise to a claim for death had that item been covered.
4. if Item 1 of the Schedule of Benefits is covered and an **Accident** causes the death of the Insured Person within twelve months following the date of the **Accident** and prior to the definite settlement of the benefit for disablement provided for under Items 2 to 7 of the Schedule of Benefits, there shall be paid only the benefit provided for in the case of death.

DEFINITIONS

In this Insurance:

1.
 - a) **We/Our/Us/Underwriters** means certain underwriters at Lloyd's
 - b) **You/Your** means the Union shown in the schedule as the policy holder
 - c) **Insured Person** means the individual named in the policy Schedule
2. **Injury** means a bodily injury to an Insured Person resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause including any pre-existing physical or congenital condition (except Sickness directly resulting from medical or surgical treatment rendered necessary by such Injury), provided the Injury:
 - (a) occurs on or after the Insured Person's Effective Date of Individual Insurance;
 - (b) and results in any of the Events specified in the Table of Events within 12 calendar months from the date of such Injury provided this policy remains in force.

3. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.

Accident shall also include

- (a) exposure resulting from a mishap to a conveyance in which the Insured Person is travelling;
 - (b) disappearance. If the Insured Person is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that the Insured Person has sustained **Bodily Injury** and that such injury has caused the Insured Person's death, the Underwriters shall forthwith pay any death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.
4. **Policy Period** means the period shown in the Policy Schedule or subsequent Renewal Notice issued by Us.
5. **War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
6. **Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorism shall also include any act which is verified or recognized by the (relevant) Government as an act of terrorism.
7. **Permanent Total Disablement** means disablement which entirely prevents the Insured Person from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts twelve months and at the end of that period is beyond hope of improvement.
8. **Loss of Limb** means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.
9. **Accident Event** as used herein shall be understood to mean all individual losses arising out of and directly occasioned by one sudden, unexpected unusual specific event occurring at an identifiable time and place. However, the duration and extent of any "accident event" so defined shall be limited to 24 consecutive hours and within a 10-mile radius for any "accident event" hereunder, and no individual loss which occurs outside such period and/or radius shall be included in that "accident event".

You/the Insured Person(s) may choose the date and time when such period of consecutive hours commences and also the specific mile-radius determining a “accident event”. If any event is of greater duration than the above period, You/ the Insured Person(s) may divide that event into two or more “accident events”, provided no two periods overlap and provided no period commences earlier than the date and time of the first recorded individual loss to You/ the Insured Person(s) arising out of the event.

EXCLUSIONS

This Insurance does not cover death or disablement in any way caused or contributed to by

1. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
2. Radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise;
3. the Insured Person engaging in or taking part in armed forces service or operations;
4. Engaging in any aerial activity, except as a passenger and not as a pilot or crew member in any aircraft licensed to carry passengers;
5. Intentional self-injury, suicide, or criminal or illegal act;
6. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) howsoever these have been acquired or may be named;
7. the Insured Person’s deliberate exposure to exceptional danger (except in an attempt to save human life);
8. An Insured Person having a blood alcohol content over the prescribed legal limit when driving or operating any motor vehicle, and/or being under the influence of intoxicating liquor and/or being under the influence of any drug other than a drug taken or administered by, or in accordance with the advice of a legally qualified medical practitioner;
9. Racing in or on any motor powered device;
10. Any overseas travel exceeding three months;
11. Training for or participating as a professional in any sport other than Rugby League players earning AUD10,000 or less per season
12. Any loss arising out of any Terrorist Act;
13. The intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act;
14. Unless otherwise declared and agreed by the Underwriters no benefit will be payable for any condition for which the Insured Person has sought advice, diagnosis, treatment or counselling or of which the Insured Person was or should reasonably have been aware at inception of this Insurance or for which the Insured Person has been treated at any time prior to inception.

CONDITIONS

1. **Claims Notification**

On the happening of any occurrence likely to give rise to a claim, it is a condition precedent to Underwriters liability that the Insured and/or the Insured Person will ensure that notice is given to Underwriters in writing as soon as possible after the date of the occurrence and in any event within 60 days. Such notice shall include full particulars of the occurrence. In no event will Underwriters be liable to pay any claim where the Insured and/or an Insured Person has failed to notify Underwriters in writing within 120 days after the date of the occurrence.

All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the Underwriters and such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the Insured Person.

2. **Fraud and Mis-statement**

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

3. **Several Liability**

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

4. **General Code of Practice**

The Insurance Industry has developed a General Insurance Code of Practice. This insurance is not required to comply with the Code.

5. **Complaints Procedure**

Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this insurance should be referred to the Underwriters in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Underwriters' General Representative in Australia
 Level 9
 1 O'Connell Street
 Sydney NSW 2000
 Telephone: [02] 8298 0783
 Fax: [02] 8298 0788
 Email: ldraustralia@lloyds.com

If your dispute remains unresolved you will be referred to the **Financial Ombudsman Service** operated by **Financial Ombudsman Service** under the terms of the General Insurance Code of Practice. For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters General Representative in Australia at the above address.

6. **Dispute Resolution**

The Underwriters accepting this insurance agree that:

(i) if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the Underwriters may be served upon:
Lloyd's Underwriters' General Representative in Australia
Level 9
1 O'Connell Street
Sydney NSW 2000

who has authority to accept service and to appear on the Underwriters' behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

7. **Claims Procedure**

In the event of a claim arising under this insurance IMMEDIATE NOTICE should be given to:

Claims Management Australia Pty Ltd
PO Box 6009
Dural Delivery Centre NSW 2158
Telephone 1300 133 903

We may have the Inured Person medically examined at Our expense when and as often as We may reasonably require after a claim has been made, or arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.

Compensation will be paid as soon as We have investigated and verified the information supplied and satisfied Ourselves that the claim falls within the Policy.

8. **Privacy Statement**

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

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

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

Level 9
1 O'Connell Street
Sydney NSW 2000
Telephone: [02] 8298 0783
Fax: [02] 8298 0788
Email: ldraustralia@lloyds.com

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

9. **Age Limit**

We will only be liable for any Injury which happens to an Insured Person if at the date of the Injury he/she are aged between 16 and 65.

10. **Individual Terminations**

The policy will immediately terminate on the earliest of the following dates:

(a) on the date this Policy is cancelled by You or Us;

(b) sixty (60) days after the Premium Due Date in the event an instalment of the annual premium due for that period is not paid on the Premium Due Date, except as the result of inadvertent administrative error. This condition applies to each and every instalment of the annual premium which is due on the Premium Due Date. This condition cannot be disregarded by You because We have previously accepted a premium payment more than 60 days after the Premium Due Date.

(c) on the date the Insured Person ceases to be a member of the CFMEU

(d) on the Insured Person's 65th Birthday

11. **Cancellation**

This Policy may be cancelled by You at any time with effect from the next Premium Due Date by giving Us written notice. This Policy may be cancelled by Us if You have been in breach of any of its Terms or Conditions or in accordance with Sections 59 and 60 of the Insurance Contracts Act 1984, in which case We will refund the proportion of the premium for the unexpired Policy Period.

12. **Australian Law**

This Policy is governed by the Laws of the Australian State or Territory it was issued in and any dispute or action in connection therewith shall be conducted and determined in Australia.

13. **Tax and Imposts**

Where Underwriters are, or believe they will become, liable for any tax or other impost levied by any Commonwealth or State government, authority or body in connection with this Policy, the Underwriters may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under this Policy in the manner and to the extent the Underwriters determines to be appropriate to take account of the tax or impost.

14. **Subrogation**

In the event of any payment under this Policy, We shall be subrogated to all the Insured Person's rights of recovery thereof against any person or organisation and the Insured Person shall execute and deliver instructions and papers and do whatever else is necessary to secure and enable enforcement of such rights. You or the Insured Person shall take no action to prejudice such rights.

Product Disclosure Statement

Product Disclosure Statement

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

Introduction

Who is/are the insurer(s)?

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

The Purpose of this PDS

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

General Insurance Code of Practice

The purpose of the Code is to raise the standards of practice and service in the Insurance Industry. This insurance is not required to comply with the Code. Details about the Code are shown in the policy wording under Condition 4 on page 6.

What to do if you have a dispute

Any enquiry or complaint relating to this insurance should be referred to the Underwriters in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Underwriters' General Representative in Australia
 Level 9
 1 O'Connell Street
 Sydney NSW 2000
 Telephone: [02] 8298 0783
 Fax: [02] 8298 0788
 Email: ldraustralia@lloyds.com

If your dispute remains unresolved you will be referred to the Financial Ombudsman Service operated by Financial Ombudsman Service under the terms of the General Insurance Code of Practice. For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters General Representative in Australia at the above address. Details about dispute resolution can be found on Conditions points 5 & 6 on pages 6 & 7.

Your privacy

Lloyd's and its agents are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 (the Act). These set basic standards relating to the collection, use, disclosure and handling of personal information. "Personal information" is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the

information or opinion. An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, your complaint should be addressed to Underwriters. If you are dissatisfied with the response, you may refer the matter to Lloyd's Australia Ltd, who has the appropriate authority to investigate and address matters of this nature. Details about your privacy are shown in the policy wording under Conditions point 8 on page 7.

Your duty of disclosure

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

Details about disclosure information are shown in the policy wording under IMPORTANT NOTICES "Your Duty of Disclosure" on page 2.

How to apply for insurance

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

How to make a claim

In the event of a claim arising under this insurance IMMEDIATE NOTICE should be given to:

Claims Management Australia Pty Ltd
PO Box 6009
Dural Delivery Centre NSW 2158
Telephone 1300 133 903

Taxation information

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

Significant features and benefits

You have one level of cover which is available subject to the application form.

Cover	Description of cover provided (for each Insured Person)	
Bodily Injury caused by an Accident	Death	100%
	Total and irrecoverable loss of sight of both eyes	100%
	Total and irrecoverable loss of sight of one eye	50%
	Loss of two limbs	100%
	Loss of one limb	50%
	Total and irrecoverable loss of sight of one eye and one limb	100%
	Permanent Total Disablement (other than total and irrecoverable loss of sight of one or both eyes or Loss of limb(s))	100%

The percentages specified above are % of the Capital Sum Insured stated in the Schedule of Insured Persons applicable to the Insured Person.

Exclusions

The insurance is designed to provide protection for Insured Persons in the event of something happening which has been insured against. Under some circumstances, this policy will not provide any insurance cover to an insured person. To fully understand the cover provided the policy should be read in full. In the policy wording we have included a section of exclusions under EXCLUSIONS on page 5, a section marked IMPORTANT NOTICES on pages 2 & 3, a section marked DEFINITIONS on pages 3, 4 & 5 and a section marked CONDITIONS on pages 6, 7 & 8.

Significant risks

Disclosure

The law requires You to tell Us everything You know (or could reasonably be expected to know in the circumstances) which is relevant to Our decision to insure You and the terms on which We insure You. This duty applies before You enter into a contract with Us, that is, before We accept Your application and also before each time You alter or renew the Policy. Each person listed as the Insured Person has the same duty. Disclosure obligations and the consequences of not complying with these obligations are outlined in the policy wording under IMPORTANT NOTICES on page 2.

Costs

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

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