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# PERSONAL ACCIDENT & SICKNESS INSURANCE

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POLICY WORDING

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# PERSONAL ACCIDENT & SICKNESS INSURANCE

## PART A - PRODUCT DISCLOSURE STATEMENT

### ABOUT THE INSURERS

The Insurers of this product are Certain Underwriters at Lloyd's whose definitive numbers and the proportions underwritten by them, which will be supplied on application and in consideration of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, each for his own part and not one for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

You have made written application to Us, which together with all accompanying information shall be the basis of this contract and be considered as incorporated in it.

In consideration of the payment of the premium, and subject to the terms and conditions, contained in endorsed on or attached to this Policy and these schedules, if during the Policy Period any of the events specified in the schedule happens to an Insured person, we will pay the compensation specified in the schedule, in the manner described.

Issue Date of this Product Disclosure Statement 24<sup>th</sup> March, 2014.

### ABOUT TAILORED UNDERWRITING

Tailored Underwriting is a division of Cerberos Brokers Pty Ltd ABN 61 106 769 886, AFSL 26066 (hereinafter Tailored Underwriting) are the appointed insurer intermediary. In arranging this insurance Tailored Underwriting are acting as agent for the Insurer and not as your agent. Tailored Underwriting are not the Underwriter for this contract and they are not liable for any loss or claim. The Underwriters are clearly shown on the Schedule.

Phone: 1300 880 306

Fax: (07) 3088 2079

Post: PO Box 1305, Spring Hill, QLD 4004

### ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) contains important information about Your Injury & Sickness Insurance Product. Other documents may form part of this PDS. Any such documents will include a statement identifying them as part of this PDS and will be provided to You at the same time as You are given this PDS.

The information in this PDS has been prepared without taking into account Your personal objectives, financial situation or needs. You should therefore consider this PDS carefully before making any decision whether to take out this Accident & Sickness Insurance, if You already hold such insurance, to keep or renew the insurance.

This PDS is prepared by the Insurers who are responsible for it. It includes the terms and conditions applying to this insurance which will be issued to You if You apply for, or seek to renew, the insurance and We accept Your application or if You seek to be covered by it as an Insured Person.

### SOME EXCLUSIONS FROM COVER APPLY

A benefit is not payable if exclusion applies. These exclusions are explained in the relevant Cover Sections and the Exclusions Section and in some cases in the Policy Schedule or an Endorsement issued by Us.

## INFORMATION YOU SHOULD READ AND KNOW

- Part A – The Product Disclosure Statement which contains important information You should be aware of.
- Part B – The Policy Wording which contains the following sections:  
Cover Sections (Sections 14), which sets out the cover available under this insurance;  
The Definitions (Section 5), which defines some of the important words which We use in this Policy,  
The Exclusion Section (Section 6) – which sets out what We do not cover under any of the covers;  
The Special Conditions General (Section 7) – which sets out the conditions and terms that applies to this whole Policy;  
Conditions applicable to all sections of the policy (Section 8) – which sets out the conditions and terms that apply to this whole policy such as how the Insured and We can cancel this Policy.

## WHEN DOES COVER BEGIN AND END?

Cover begins:

For the Insured, this policy begins at 4pm on the Effective Date shown on the Policy Schedule, subject to our receipt of the first payment of premium,

Cover ends:

Your access to cover ends immediately:

- On the day the Your Insurance Contributions are due and not paid by the due date;
- On the day that You give Us written notice to terminate Your Insurance cover on or at 4:00pm EST on the date We receive written cancellation from you, whichever is the later date;
  - 4:00pm on the date one year after the Effective date of cover or such shorter period as shown in the Policy Period on the Policy Schedule
  - The date this policy is cancelled by You or Us (see the “Cancellation Rights”)
  - 4:00pm EST of the 3<sup>rd</sup> (third) business day after the day on which We advise You in writing that You are no longer eligible for cover or such later time as We may specify in the notice.

## COOLING OFF PERIOD

You may return this policy to Us within 14 days of the date We enter into it provided that no right or power under the policy has been exercised (eg. No claim has been made).

When You return it within the above 14 day period We will cancel the policy and give You a full refund of premiums paid. Please note that You still have cancellation rights that You can use after this period expires.

## RETENTION OF POLICY DOCUMENTS

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

## IF THE PREMIUM IS PAYABLE BY INSTALMENTS

You cannot claim under this policy if at the time the Injury or Sickness occurred, any instalment of premium remained unpaid for 30 days or more beyond the premium due date. We may cancel this policy by giving notice if any instalment of premium has remained unpaid for 1 month or more.

Other than in the above circumstances We may deduct from any claim paid or payable, any unpaid premium or instalment of premium.

## YOUR DUTY OF DISCLOSURE - WHAT YOU MUST TELL US

When you apply for insurance, you need to tell us certain information which would affect our decision to insure you. If you do not give us this information, it may affect your Policy. The duty of disclosure appears in full below. Please ensure you read this carefully.

The duty of disclosure notice will also appear on your renewal invitation and the duty of disclosure also applies to any endorsements or variations you request.

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

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

You have this duty until we agree to insure you, vary or endorse the insurance contract.

When renewing your insurance contract we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You have this duty until we agree to renew the insurance contract.

#### **IF YOU DO NOT TELL US SOMETHING**

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

#### **IF YOU OR AN INSURED PERSON HAS A COMPLAINT OR QUERY**

Any inquiry or complaint relating to this insurance should be referred to Tailored Underwriting in the first place. We undertake to provide You with a response to any complaint made within fifteen (15) business days. If Our response to Your complaint or to any dispute does not resolve the matter for You, the next step is for You to contact:

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

Lloyd's Underwriters' General Representative has the authority to review Your unresolved complaint and will provide You with a response within fifteen (15) business days of receiving notification of the dispute.

If You are still dissatisfied, the dispute may be referred, at no cost, to the Financial Ombudsman Service operated under the terms of the General Insurance Code of Practice who can be contacted as follows:

Financial Ombudsman Service Limited  
GPO BOX 3  
Melbourne VIC 3001  
Phone: 1800 367 287

## PRIVACY POLICY

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (e.g. Lloyd's) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We also supply your information to the providers of our policy administration and broking systems that help us to maintain our products and services to you. We do not trade, rent or sell your information.

If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure.

For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy by phone (07) 3088 2070 or visit our website [www.tailoredunderwriting.com.au](http://www.tailoredunderwriting.com.au)

## PART B - POLICY WORDING

### WHAT ARE YOU COVERED FOR UNDER THIS POLICY

This policy provides the Insured Person with Accident & Sickness cover during the Policy Period and the Scope of cover as shown on the Policy Schedule, and subject to the terms and conditions of this policy wording. All cover is subject to the Insured paying or agreeing to pay the required premium.

### SECTION 1 - WEEKLY INJURY BENEFIT

We will pay You Temporary Total or Partial disability weekly benefits in accordance with the amount shown in the Policy Schedule and the terms and conditions of this policy and if because of Injury, You are prevented from working in Your Usual occupation within twelve months from the date of injury, subject to the terms and conditions of this policy.

### SECTION 2 - WEEKLY SICKNESS BENEFIT

We will pay You Temporary Total disability weekly benefits in accordance with the amount shown in the Policy Schedule and the terms and conditions of this policy and if, because of Sickness, You are entirely prevented from working in Your Usual occupation within twelve months from the date of Sickness, subject to the terms and conditions of this policy.

### SECTION 3 - CAPITAL BENEFITS

If You suffer an Injury (not a Sickness) resulting in any of the events specified in the Capital Benefits Table within twelve months of the Injury, We will pay the compensation shown as a percentage of the Capital Sum Insured stated in the Policy Schedule.

Under this section 3 capital benefits are subject to the following terms and conditions:

- (i) The benefit payable in the case of death will be reduced by any Capital Benefits paid for the same Injury.
- (ii) If You suffer more than one Injury or both Injury and Death as a result of the same Accident, we will pay You the highest Capital Benefit that You qualify to receive for any one of the injuries (or Death if You die as a result of the Accident) but not both.
- (iii) You can only claim one Capital Benefit for any one condition.

## CAPITAL BENEFITS TABLE

1.	Death	100%
2.	Quadriplegia	100%
3.	Paraplegia	100%
4.	Permanent total loss of sight of both eyes	100%
5.	Permanent total loss of sight of an "only" eye	100%
6.	Permanent total loss of use of two limbs	100%
7.	Permanent Total Disablement	100%
8.	Permanent total loss of use of the right arm or of the greater part of the right arm	75%
9.	Permanent total loss of use of the left arm or of the greater part of the left arm	75%
10.	Permanent total loss of use of the right hand or of five fingers of the right hand or of the lower part of the right arm	65%
11.	Permanent total loss of use of the left hand or of five fingers of the left hand or of the lower part of the left arm	65%
12.	Permanent total loss of use of a leg	75%
13.	Permanent total loss of use of a foot	65%
14.	Permanent total loss of use of the lower part of a leg	70%
15.	Permanent total loss of sight of one eye, together with various diminution of the sight of the other eye	75%
16.	Permanent total loss of sight of one eye	40%
17.	Permanent total loss of binocular vision	40%
18.	Permanent total loss of eyeball in addition to compensation for loss of sight of an eye	22%

N.B. 5. An "only" eye refers to where You have previously lost the sight of one eye and through an Injury covered hereon, loses the sight of Your one remaining eye.

## SECTION 4 - ADDITIONAL BENEFITS COVER

### REHABILITATION BENEFITS

In the event of the payment of a claim under Sections 1, 2 or 3 of this Policy, We at Our absolute discretion may elect to assist You in arranging for tuition or advice from a licensed vocational school, provided such tuition or advice is undertaken with the agreement of Your attending physician. Assistance may also include family counselling to help You and Your family cope with Your disability and to enable You to live an independent life, the maximum compensation payable under this benefit is AUD (\$) 20,000.

### AGE LIMITATIONS SECTION 1

The benefit period if You are under sixty (60) years of age at the date of Temporary Total Disablement or Temporary Partial Disablement is 104 weeks and if You are age sixty (60) and over the benefit period is 52 weeks from the date of Temporary Total Disablement or Temporary Partial Disablement or as detailed in your Policy Schedule. No benefit will be payable beyond Your sixty eighth (68<sup>th</sup>) birthday.

### AGE LIMITATIONS SECTION 2

The benefit period if You are under sixty (60) years of age at the date of Temporary Total Disablement or Temporary Partial Disablement is 104 weeks and if You are age sixty (60) and over the benefit period is 52 weeks from the date of Temporary Total Disablement or Temporary Partial Disablement or as detailed in your Policy Schedule. No benefit will be payable beyond Your sixty fifth (65<sup>th</sup>) birthday.

### AGE LIMITATIONS SECTION 3

Items 1 to 18 for You if aged sixteen (16) to sixty four (64). Item 1 Death only covers You aged sixty five (65) to sixty eight (68). No benefit will be payable beyond Your sixty eighth (68<sup>th</sup>) birthday. This is to be read in conjunction with your policy schedule.

## SECTION 5 - DEFINITIONS

Where certain words or phrases are used in this policy wordings or Policy Schedule, they are defined as follows:

1. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
2. **Age Limits** means the minimum and maximum ages as shown on the Policy Schedule, where compensation shall **not** be payable if Your age is outside these specified limits.
3. **Benefit Period** means the maximum period as shown on the Policy Schedule that We will pay for any one claim. The Benefit Period shall commence after the Elimination Period 4.
4. **Effective Date** means, the Policy Period during which cover is provided under this Policy as set out in the Policy Schedule.
5. **Elimination Period** means the period starting on the first day of Temporary Total Disablement after You have consulted a Medical Practitioner for an Injury or Sickness.
6. **Fingers, Thumb or Toes** means the digit of a hand or foot.
7. **Foot** means the entire foot below the ankle.
8. **Hand** means the entire hand below the wrist.
9. **Independent Existence means** the ability to dress, bathe, toilet and feed without assistance.
10. **Income** means the average of Your weekly Income net of business expenses but before personal deductions and income tax, earned from personal exertion in his or her Usual business, profession, occupation or employment for the number of weeks so engaged during the twelve month period immediately preceding Injury or Sickness resulting in any of the event covered by this policy including



regular overtime and allowances, holiday loading payments, but excluding reimbursement of expenses, long service leave paid but not taken and other non-regular Income.

11. **Injury** means bodily injury (including death) resulting solely from an Accident which occurs while this policy is in force and includes any condition resulting from exposure to the elements as a result of such bodily Injury, other than as excluded by the exclusions section of this policy.  
Injury does not include:
  - 11.1. Any consequences of any condition which is ordinarily described as being a Sickness or disease;
  - 11.2. Aggravation, of any condition which pre-existed the date of the Accident;
  - 11.3. Any other Pre-existing condition;
  - 11.4. Any degenerative condition irrespective of when the degeneration commenced or when and to what extent, the degeneration progressed.
12. **Insured** the individual named as the Insured in the Policy Schedule.
13. **Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.
14. **Medical Practitioner** means a properly and legally qualified medical practitioner currently registered to practice in Australia, who is not a spouse, or a member of the family of the Insured Person.
15. **Occupational Disease** means any abnormal condition however it may be named that is not caused by or traceable to an Injury and has been caused by exposure to a disease producing agent or agents present in Your occupational environment.
16. **Policy Period** means the period specified in the Policy Schedule attached, or any subsequent period in respect of which You pay and We accept the premium required for the continuation of this Policy Period.
17. **Policy Schedule** means the most current Policy Schedule and endorsements that We provide to the Insured which contains details of the cover provided by this Policy.
18. **Permanent Total Loss** means the full and irreversible loss of effective use of the part of the body referred to in the capital benefit events.
19. **Paraplegia** means permanent total loss and entire paralysis of both legs.
20. **Pre-Existing Condition** means a Sickness, illness, disease, injury, condition, (including any side-effect or symptoms of a condition) of which You were aware or of which a reasonable person in the circumstances could be expected to have been aware of, or for which You have received or sought medical attention or treatment or for which they had undergone testing prior to the Effective Date of cover under this policy.
21. **Quadriplegia** means permanent total loss and entire paralysis of both legs and both arms.
22. **Scope of Cover** means the operative time of the cover under this Policy as specified in the Policy Schedule.
23. **Sickness** means illness or disease which first becomes apparent while this policy is in force. Sickness does not include any pre-existing illness or disease or Injury of which You were aware, or for which You have received treatment, or advice for treatment or has been prescribed medication or has consulted a medical practitioner or other health professional, at any time prior to the period of insurance stated in the schedule.
24. **Temporary Total Disablement, Totally Disabled, Total Disability** means You are entirely and continuously unable to engage in Your usual occupation or employment, for which You are covered under this policy, or from any other occupation, profession or business which in Our opinion You are qualified to perform based on Your education, training or experience and:
  - 24.1. You are not working in any employment or occupation; and
  - 24.2. You are under the regular care and attendance of and following the advice and treatment recommended by a qualified medical practitioner.
25. **Temporary Partial Disablement** means You have been continuously totally disabled as the result of an Injury (but not for Sickness) for which You received a total disability benefit and immediately after

that period of Total Disability, You are capable of returning to work in a reduced capacity or alternative light duties and/or reduced hours.

26. **Terrorist Activity** means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but is not limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organization(s) or Government(s).
27. **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.
28. **Utilization of Nuclear Weapons of Mass Destruction** means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
29. **Utilization of Chemical Weapons of Mass Destruction** means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
30. **Utilization of Biological Weapons of Mass Destruction** means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.
31. **You/Your/Yours** means the Insured as shown on the Policy Schedule.
32. **We/Our/Us/Underwriter(s)** means certain Underwriters at Lloyd's.

## SECTION 6 - EXCLUSIONS

This Policy does not cover death or disablement or any event directly or indirectly caused or contributed to or resulting from:-

1. (a) ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;  
(b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
2. War, Terrorism and Mass Destruction and other Exclusions  
Notwithstanding any provision to the contrary within this **Policy**, or any endorsement thereto, it is agreed that this Policy excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense:
  - 2.1 War, hostilities or warlike operations (whether war be declared or not),
  - 2.2 Invasion,
  - 2.3 Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
  - 2.4 Civil War,
  - 2.5 Riot,
  - 2.6 Rebellion,
  - 2.7 Insurrection,
  - 2.8 Revolution,
  - 2.9 Overthrow of the legally constituted government,
  - 2.10 Civil commotion assuming the proportions of, or amounting to, an uprising,

- 2.11 Military or usurped power,
- 2.12 Explosions of war weapons,
- 2.13 Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,
- 2.14 Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not,
- 2.15 Terrorist activity.

For the purpose of this exclusion Clause 2:

- (i) "Terrorist activity" means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but is not limited to, the actual use of force or violence and/or threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
- (ii) "Utilisation of Nuclear weapons of mass destruction" means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- (iii) "Utilisation of Chemical weapons of mass destruction" means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- (iv) "Utilisation of Biological weapons of mass destruction" means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon pursuant to this exclusion Clause 2 is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of Sub-Clause 2.1 to 2.15 above.

In the event any portion of this exclusion Clause 2 is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 3. You deliberately exposing yourself to exceptional danger;
- 4. Any criminal or illegal act;
- 5. Pregnancy, childbirth or miscarriage;
- 6. Any overseas travel exceeding three months;
- 7. You being under the influence of alcohol or drugs (other than drugs prescribed and taken as directed by a medical practitioner) or driving a motor vehicle with a blood alcohol concentration in excess of the legal limit;

8. Acquired Immune Deficiency Syndrome (AIDS) or AIDS related Complex (ARC) howsoever this syndrome has been acquired or may be named or Human Immunodeficiency Virus, other than as outlined in Special Operative Clause 4 (section 8 – conditions applicable to all sections of this policy), becoming HIV Positive after Accidental Contract;
9. Neurosis, psychoneurosis, psychosis, mental disorder or disease, emotional disorder or disease, depression, stress, anxiety condition or disorder or mental illness of any kind;
10. You flying, or participating in air travel or any other kind of aerial activity unless as a fare paying passenger on a commercial airline with a scheduled flight;
11. Your suicide or attempted suicide; intentional self-Injury or attempting intentional self-Injury;
12. Death or disablement directly caused by or resulting from You engaging in hazardous and/or sporting activities including but not limited to football of any code, boxing, rodeo activities, wrestling, martial arts, racing of any kind (other than of foot), motorsports of any kind, polo, water skiing, scuba diving or other underwater activities, parachuting, parasailing, hang gliding, or other aerial activities, ski jumping, snow or ice sports, grass skiing, mountaineering, bungee jumping, abseiling, caving, shooting or training for or participating in professional sport of any kind.
13. Any Pre-Existing Condition (as defined);
14. Alcoholism or illicit drug use;
15. Occupational Disease (as defined).
16. Death or disablement directly caused by or resulting from motorcycling, whether as a driver or passenger limiting cover to other than as a means of transport by You for work related travel to and from work in relation to work performed whilst contracted.

## SECTION 7 - SPECIAL CONDITIONS GENERAL

1. Compensation shall not be payable in the following circumstances:-
  - (i) under more than one of the events numbered 1 to 7 in Section 3 – Capital Benefits Table;
  - (ii) under any event in excess of the benefit period shown against such events in respect of any one Injury or Sickness;
  - (iii) during the Elimination Period;
  - (iv) beyond the date of the Insured Person's death (except in respect of event 1 of the capital benefits)
  - (v) before the date on which an Insured Person has first consulted a medical practitioner for the Sickness or Injury;
  - (vi) in respect of any Sickness or injury, or recurrence of any Sickness or Injury (in aggregate) for longer than the Benefit Period stated in the Policy Schedule whether there is a recurrence or otherwise;
  - (vii) if You are capable of a return to work in a reduced or partial capacity in any occupation but does not do so for any reason.
2. Compensation reduction 1 limit amendments:-
  - (a) Weekly benefits:

- (i) Compensation payable under this policy as weekly benefits for Sickness or Injury is limited to the periods and the amounts as set out in the Policy Schedule.
  - (ii) In respect of period in which You are entitled to receive or receives, for the same Sickness or Injury any workers compensation or other periodical payment of any kind and from any source, or wages, salary, paid sick leave or earned Income from any other source, then the weekly benefits paid in respect of Injury or Sickness under any of the schedules of this policy will be reduced by the amount of the other payment received in the corresponding period, and where a lump sum is received from other insurance or any other compensation of any type then, to the extent that weekly benefits have been paid under this policy, the weekly benefits must be repaid.
  - (iii) The maximum amount payable for any event or series of events occurring during the Policy Period is limited to the compensation shown in the Policy Schedule.
- (b) Capital benefits
- (i) Only one capital benefit is payable for any one Injury.
  - (ii) If you suffer more than one Injury in the same Accident and are entitled to compensation under more than one of the events numbered 8 to 18 (in Section 3 – Capital Benefits Table) We will pay compensation for more than one event provided the total compensation payable in respect of this provision does not exceed 100% of the Capital Sum Insured.
  - (iii) Compensation payable under this policy in respect of capital benefits shall be reduced by any amount You, or Your estate, is entitled to receive under any motor vehicle Act or Transcover or Transport Accident Act or Workcover or Workers Compensation Act or other Statutory body, or legislation, having similar effect,
  - (iv) If We pay a capital benefit of 75% or more, then We will stop paying weekly benefits. The payment of the capital benefit will be made when We believe You meet the criteria for the payment of the capital benefit and weekly benefits will cease at that time.
3. Calculation of weekly benefits
- (a) Compensation for period of less than one week will be paid at the rate of one-seventh (1/7<sup>th</sup>) of the weekly benefit.
4. Recurrent disablement
- (a) If a weekly benefit payable under this Policy has been paid to You for a period less than the Maximum Benefit Period shown on the Policy Schedule and You again become Totally Disabled or Partially Disabled within 6 months of Your previous Total Disability or Partial Disability ending, as a result of the same Sickness or Injury, then any weekly benefit otherwise payable for the Total Disablement or Partial Disablement is only payable for the balance (if any) of the Maximum Benefit Period shown on the Policy Schedule.
- In the above circumstance the Elimination Period will not be applied again.
5. Payment of benefits in the event of death (Event 1 of the capital benefits schedule)
- (a) If a benefit is payable in respect of the death of an Insured Person, the benefit will be paid to their estate.

## **SECTION 8 - CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY**

### **1. COMPLYING WITH POLICY CONDITIONS**

The due observance and fulfilment of the terms of this policy and the truth of the statements and answers in the application, and in any claim forms, statements and medical evidence required from You in connection with this insurance, shall be conditions precedent to Our liability to make any payment under this policy.

### **2. FRAUD**

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

### **3. PREMIUM INSTALMENTS**

If your premium for this insurance is to be paid by instalment and;

- (i) You fail to make the payment in the specified manner; or
- (ii) You fail to make payment in the specified manner and the payment is thirty (30) days overdue;

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

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

The effect of this is that this insurance will be cancelled by Us if Your instalment is not received within thirty (30) days of being due and claims arising from events occurring after that date will then be denied. We have the right to vary policy benefits and the premium payable at the end of each Policy Period. Any changes to the benefits or premium payable will be notified to You in writing at least thirty (30) days before the expiry of the Policy Period.

### **4. SPECIAL OPERATIVE CLAUSE FOR BECOMING HIV POSITIVE AFTER ACCIDENTAL CONTACT**

If during the Policy Period and arising out of and in the course of Your employment, You whilst rendering first aid, medical treatment, surgical procedures, conducting a medical examination, providing rehabilitation therapy or any other medical care or medically related function, is involved in an Accident which then allows Accidental Contact with the ruptured or broken skin or mucous membranes with the blood or bodily fluids of a patient or victim of an Accident, such contact resulting in You becoming infected with Human Immunodeficiency Virus thus becoming HIV Positive, then You shall be entitled to the benefits of this policy subject always to terms, conditions and exceptions of the Policy Schedule. The maximum compensation paid under this benefit will be AUD (\$) 25,000 (for any one claim)

#### **(a) Special Testing Procedures for this Operative Clause**

- i) You must undergo an Initial Test within 24 (twenty four) hours of the Accidental Contact.
- ii) If the Initial Test results indicate that You are HIV Positive, no further testing is required and no benefits will be payable under this Policy.

- iii) If the Initial Test results indicate that You are HIV Negative, You shall undergo a Second Test and a Third Test. The Third Test will not be required if the results of the Second Test indicate that the Insured Person has sero-converted to HIV Positive.

(b) Special Definitions for this Operative Clause

*Accidental Contact* means any contact of Your ruptured or broken skin or mucous membranes with the blood or bodily fluids of a patient or victim of an Accident. *Diagnosed/Diagnosis* must result from the relevant tests defined below and must be made prior to Your death.

*HIV Positive* means that You have undergone the relevant tests defined below and has received a positive diagnosis.

*Insured Event* shall mean that You are first diagnosed during their lifetime as being Human Immunodeficiency Virus (HIV) positive as a result of Accidental Contact.

- **Initial Test** means a blood sample taken from You within 24 hours of the Accidental Contact and sent immediately to a duly accredited laboratory of the National Pathology Group for testing in accordance with both World Health Organisation testing strategy III (3 ELISA protocol) and for Blood Grouping and World Health Organisation testing strategy Western Blot Test.
- **Second Test** means a blood sample taken from You within 90 days of the Accidental Contact and sent immediately to a duly accredited laboratory of the National Pathology Group for testing in accordance with both World Health Organisation testing strategy III (3 ELISA protocol) and for Blood Grouping and World Health Organisation testing strategy Western Blot Test.
- **Third Test** means a blood sample taken from You within 180 days of the Accidental Contact and sent immediately to a duly accredited laboratory of the National Pathology Group for testing in accordance with both World Health Organisation testing strategy III (3 ELISA protocol) and for Blood Grouping and World Health Organisation testing strategy Western Blot Test.

(c) Special Claims Procedure for this Operative Clause

- i) You must give immediate notice to Us but in any case within 7 days of the Accidental Contact.
- ii) You must take the Initial Test within 24 (twenty four) hours of the Accidental Contact.
- iii) Immediately upon receipt of the results of the Initial Test You must submit full details of the Accidental Contact on the prescribed claim form to Us, together with the results and confirmation that the results are in respect of You who is the subject of the potential claim.
- iv) Immediately upon receipt of the results of the Second Test and, where applicable the third test, You must send them to Us and affirm that they are in respect of You who is the subject of the potential claim.

(d) Special General Conditions for this Operative Clause

- i) You shall take all reasonable steps and precautions to prevent Accidental Contacts occurring.
- ii) All words and expressions importing the masculine gender shall include the feminine and vice-versa, and all words signifying the singular number shall include the plural and vice-versa.

The policy Schedule does not cover infection with HIV that was diagnosed and made aware to You prior to Your Effective Date of cover. This policy does not cover any infection which manifests after a negative test result at 6 months has been obtained.

#### **5. CANCELLATION RIGHTS**

This policy may be terminated at any time at Your request by giving written notice to Us, in which case We will retain Our short period rate for the time the policy has been in force. PLEASE CONTACT US FOR FULL DETAILS OF OUR SHORT CANCELLATION CHARGES. We may cancel the policy at any time as provided by Section 60 of the Insurance Contracts Act 1984, with the period of notice to You not being less than thirty (30) days.

#### **6. CLAIMS MADE UNDER THE POLICY**

- (a) Written notice must be given to Us via Tailored Underwriting by You within thirty (30) days of the occurrence of any circumstance in respect of which a claim has arisen or may arise under this policy.
- (b) When you notify Us in accordance with (a) above, We will send claim forms to You which must be fully completed and returned to Us within 30 days of receipt.
- (c) Medical certification will be required by Your medical practitioner in the format We provide to You for that purpose, in order to allow Us to assess the claim.
- (d) In order to claim for weekly benefits, the ongoing certification of disability, provided by You and Your medical practitioner will be required, in the format We provide, on progress claim forms.
- (e) You must meet the cost of the medical certification and the completed progress claim forms must be returned to Us within 30 days of them being requested.
- (f) All evidence required by Us in order to allow Us to assess the claim shall be furnished as required at Your expense.
- (g) You must submit to medical examination at Our expense as often as is reasonably required.

#### **7. OTHER INFORMATION**

We may also require You to provide Us with;

- (a) written authorities allowing Us to access information, which may include personal and sensitive information
- (b) evidence of Your Income in the period prior to disability commencing, or their Income in any period after disability commences
- (c) details of any other insurance covering the same condition for which a claim is being made.

#### **8. PROOF OF CLAIM**

Written proof of a claim must be furnished to Us at Our office within ninety (90) days of the occurrence of any circumstance which may give rise to a claim under this policy. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to do so provided that the proof is furnished as soon as is reasonably possible and in no event except in the absence of legal capacity, later than twelve (12) calendar months from the time it would normally be required.

#### **9. TIME OF THE PAYMENT OF CLAIM**

Periodic payment for weekly benefits will be fortnightly in arrears. Payment of any other claim will be made upon receipt and review of due written proof of the claim.

#### **10. INSPECTION RIGHTS**

We shall be permitted to examine Your earnings at any reasonable time, and from time to time, until two years after the expiry of this policy or until final adjustment (if applicable) and settlement of all claims hereunder, whichever is the later.



#### 11. SEVERAL LIABILITY NOTICE

Our obligations under contracts of insurance to which we subscribe are several and not joint and are limited solely to the extent of our individual subscription. A subscribing Underwriter is not responsible for the subscriptions of any other subscribing Underwriters who for any reason do not satisfy all or part of their obligations.

#### 12. SUBROGATION RIGHTS

We are entitled to commence or take over legal proceedings in Your name for the defence or settlement of any claim, or to sue or prosecute any other person to recover any monies payable by them at law. You must not take any action to prejudice any such right of recovery and must cooperate and do all things necessary to enable the recovery action to be prosecuted.

#### 13. SERVICE OF SUIT CLAUSE

The Underwriters hereon agree that:

- (a) In the event of a dispute arising under this Policy, Underwriters at Your request will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court
- (b) Any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's General Representative in Australia  
Lloyd's Australia Limited  
Level 9, 1 O'Connell St  
Sydney NSW 2000  
Australia

Who has authority to accept service and to enter an appearance on Underwriter's behalf, and who is directed at the request of You or the Insured to give a written undertaking that he will enter an appearance on Underwriter's behalf.

- (c) If a suit is instituted against any one of the Underwriters, all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

#### 14. GENERAL INSURANCE CODE OF PRACTICE

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

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