



# Group Personal Accident Only

**Product Disclosure Statement (PDS)  
and Policy Wording**

**HDI Global Specialty SE -  
Australia**

**WE ARE  
GLOBAL EXPERTS.**

We create global solutions with a local perspective.

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Authorised by Bundesanstalt für  
Finanzdienstleistungsaufsicht, and regulated  
in Australia by the Australian Prudential  
Regulation Authority

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Commercial Register: Hannover, Germany  
Company Number: HRB 211924  
Board of Directors: Ulrich Wallin/Chairman  
Executive Directors: Ralph Beutter/CEO,  
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# Important Information

This document contains two parts:

- The Product Disclosure Statement which contains general information the Insured needs to be aware of before applying for the product and about the Policy; and
- The Policy Wording which contains the terms and conditions of this insurance Policy.

# PRODUCT DISCLOSURE STATEMENT

This Group Personal Accident Only Policy is underwritten by HDI Global Specialty SE - Australia (ABN 58 129 395 544, AFS License number 458776) (HDI Global Specialty) with its registered address at Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000.

HDI Global Specialty is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the Insurance Act 1973 (Cth).

HDI Global Specialty SE is registered in Germany, with its registered office at Podbielskistrasse 396, 30659 Hannover, Germany with registration number HRB211924 authorised by Bundesanstalt für Finanzdienstleistungsaufsicht (“BaFin”). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act (“Versicherungsaufsichtsgesetz”).

## **What is a Product Disclosure Statement (PDS)?**

The purpose of this PDS is to help You understand the cover offered under the Policy and provide You with sufficient information to enable You to compare and make an informed decision about whether to purchase the Policy. This PDS contains important information required under the Corporations Act 2001 (The Act) about the Policy including the Benefits and conditions, Your rights as a client and other things You need to know in order to make an informed decision.

You should read the PDS together with the Policy Wording and the Policy Schedule of this insurance, to obtain a complete description of all the Benefits, terms, conditions and exclusions relating to the cover offered under this insurance. Please read these documents carefully and ensure that You keep them in a safe place for future reference.

Certain words in this PDS and Policy Wording have special meanings that are set out in the definitions sections contained within the Policy Wording.

## **Group Personal Accident Only Insurance**

This Policy provides for the payment of Benefits if an Insured Person dies, becomes disabled or suffers from certain conditions. Please read the Policy carefully to make sure that You understand its provisions. If You require any information, please contact Us or Your insurance broker. All cover is subject to the payment of premium and the terms, conditions, exclusions and provisions of the Policy.

## **Summary of the Benefits of the Group Personal Accident Only Policy.**

The Policy has a number of Benefits. Some of the significant Policy Benefits are listed below. For full details of all the Benefits and limits of the Policy You should read Your Policy Schedule which outlines the sums insured, and the coverage sections and tables of Insured Events contained within the Policy Wording attached to this PDS.

Some of the significant Benefits of the Policy may include:

- Lump Sum Injury and Death Benefits
- Broken/Fractured Bones Benefits
- Driver Services Benefit
- Family Accommodation and Transport Expenses Benefit
- Funeral Expenses Benefit
- Home, Workplace and Vehicle Modification Benefit
- Partner Employment Training Benefit
- Weekly Injury Benefit

Please refer to the Policy Wording for full details of Benefits and conditions that apply.

The maximum We will pay for all claims under the Policy during any one Period of Insurance is the Aggregate Limit of Liability shown in the Policy Schedule. If this amount is not adequate to pay all claims in full, then We will reduce the Benefit payable to each Insured Person proportionately, so that the total of all payments does not exceed the Aggregate Limit of Liability.

There is a Sublimit of Liability shown in the Policy Schedule in relation to claims arising out of Non Scheduled Flights. There are also specific Limits of Liability applying to individual Benefits payable under the Policy.

### **Not Everything is Covered**

Not everything is covered by the Policy. Some of the circumstances in which no Benefits are payable at all include where loss results from self-inflicted Injury, illegal acts, the use of alcohol or drugs, War or Civil War, an Insured Person piloting an aircraft, participating in or training for a professional sport, nuclear activity, AIDS or HIV and an Insured Person's refusal to follow Our or HDI Global Assist instructions.

There are also limitations on some Benefits. It is important You read the Policy Wording together with the Policy Schedule so that You understand the extent of the cover and its limitations. You should specifically read the General Conditions and General Exclusions in the Policy Wording to make sure the cover We provide matches Your expectations.

### **Policy Cost and Payment**

We shall provide the cover under the Policy, subject to its terms and conditions, for the Period of Insurance. The cover under the Policy commences upon the payment of the Premium unless otherwise agreed in writing by Us. The cost of Your Policy is the total premium including taxes and charges due as detailed on the Policy Schedule.

The premium is calculated based on Your specific risk profile which may include:

- Age of Insured Persons
- Occupation of Insured Persons
- Activities undertaken during the Scope of Cover
- Previous claims experience for this type of risk
- Risk location

- The Benefit Sum Insured

We may increase or decrease Your premium from the renewal date.

### **Non Payment of Premium**

You must pay Your premium within the agreed credit terms otherwise Your Policy may not be in force. If You do not pay Your premium on time by the due date or Your payment is dishonoured this Policy will not come into force and We may in accordance with Our rights at law, including the Insurance Contracts Act 1984 (Cth);

- Lapse the Policy;
- Decline any claim under the Policy.

### **How to Apply for Group Personal Accident Only Insurance**

To apply for the Policy You will need to complete a proposal form available from a licensed insurance broker. They will then approach Us to provide You with a quotation.

### **Your Duty to take Reasonable Care not to Misrepresent**

You have a duty to take reasonable care not to make any misrepresentation when entering into, varying, extending or renewing the Policy.

This means that it is essential that You respond to specific questions that We ask honestly and to the best of your knowledge, including where We ask You to confirm or update information that You have previously given to US when entering into, varying, extending or renewing the Policy.

To assist You with providing Us with honest and accurate responses to any questions We ask of You, We have endeavoured to ensure that any question We ask are clear and easy to understand. Further, where possible, We have also included examples of the types of responses We are looking for when asking a particular question.

If You are unclear of any particular question or would like us to explain it to you, please get in touch with us and we will explain this to you.

In determining whether You have fulfilled this duty to take reasonable care not to make a misrepresentation to Us, We will consider all of the relevant circumstances of a particular case. If You do not respond honestly and accurately to specific questions that We ask, We may (acting reasonably) cancel Your contract or reduce the amount We will pay You if You make a claim, or both. It is therefore vital that you be honest and specific in Your responses. If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the Policy as if it never existed.

## **Your Cooling-Off Period**

You have the right to return the Policy to Us within twenty one (21) days from the date the Period of Insurance commences ("cooling off period") unless a claim is made under the Policy within this period.

If You return the Policy during the cooling off period, We will refund the full amount of the premium less any taxes or duties payable. The Policy will be terminated from the date We are notified of a request to return it. To return the Policy, We must be notified in writing within the cooling off period.

This can be done by contacting Us using the contact details found at the back of this PDS, or Your insurance broker.

## **Cancelling Your Policy**

This Policy may be cancelled by You at any time by giving Us notice in writing. Should You cancel Your Policy, We shall be entitled to retain a pro rata proportion of the premium for the time the Policy has been in force. You will not receive any refund if you have made a claim or a claim is forthcoming against the Policy prior to cancellation.

We may cancel this Policy in the circumstances prescribed by Section 60 of the Insurance Contracts Act 1984 (Cth).

## **Making a Claim**

We set out details of how You can make a claim under this Policy in the General Conditions and Limitations section of the Policy Wording and the Policy Schedule.

## **Renewal Procedure**

Before this Policy expires We will normally offer renewal by sending a renewal invitation advising the amount payable to renew this Policy. It is important that You check the information shown before renewing each year to be satisfied that the details are correct.

## **Privacy**

We are bound by, and committed to comply with, the Privacy Act 1988 (Cth) ("Privacy Act") which includes the Australian Privacy Principles, when collecting and handling Your personal information including health information.

Our Privacy Policy sets out how We protect Your personal information and how You may:

- access Your personal information;
- correct Your personal information held by Us; and
- complain about a breach of the Privacy Act and how We will deal with such a complaint.

You can obtain a copy at [www.hdi-specialty.com/int/en/legals/privacy](http://www.hdi-specialty.com/int/en/legals/privacy) or by contacting Us.

We will only collect personal information from or about You for the purposes of assessing Your application for insurance and administering Your insurance Policy, including any claims You make or

claims made against You. You are required to disclose personal information to Us (We refer to Your duty of disclosure) if You wish to proceed with this contract. If You choose not to provide us with some of the details or all of Your personal information, this may affect Our ability to provide the cover, administer the insurance or assess a claim.

We may need to disclose personal information to other entities within Our group, reinsurers (who may be located overseas mainly in the United Kingdom and the European Union ), insurance intermediaries, insurance reference bureaux, credit reference agencies, Our advisers, Our agents, Our administrators and those involved in the claims handling process (including assessors, investigators and others), for the purpose of assisting Us and them in providing relevant services and products, or the purpose of recovery or litigation. If We disclose information to someone overseas, We will ensure that they are subject to laws with equivalent protection as the Privacy Act 1988 (Cth) or that they agree to hold and deal with your personal information in a manner that affords You similar protection.

We may disclose personal information to people listed as co-insured on your Policy and to family members or agents authorized by You (such as your broker). Disclosures may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law. We will request Your consent to any other purpose.

By providing your personal information to us, You consent to Us collecting and using Your personal information as outlined above and in Our Privacy Policy. This consent to the collection, use and disclosure of Your personal information remains valid until You alter or revoke it by giving Us written notice. You also have the opportunity to find out what personal information We hold about You and, when necessary, correct any errors in this information.

If You believe that We have interfered with Your privacy in Our handling of Your personal information You may lodge a complaint by contacting Us. We will attempt to resolve your complaint in accordance with Our Privacy Complaints Handling Procedure

If You have enquiries or wish to provide feedback about this privacy policy, please email or mail Us at [PrivacyAustralianBranch@hdi-specialty.com](mailto:PrivacyAustralianBranch@hdi-specialty.com) or Tower 1, Level 33, 100 Barangaroo Ave, Sydney NSW 2000, Australia

### **Complaints and Dispute Resolution Process**

We are dedicated to providing You with a high standard of service and We want to ensure We maintain these standards at all times. If You feel that We have not offered You a first class service, contact Us and tell Us and We will do Our best to resolve the problem.

You are entitled to make a complaint about any aspect of Your relationship with Us including the conduct of Our distribution partner responsible for handling your insurance contract or Third Party Administrator (TPA) that manages your claim, if applicable. We will attempt in good faith to resolve any complaint/dispute in a fair, transparent and timely manner.

We aim to comply with any relevant Australian Securities and Investments Commission (ASIC) guidelines.

If You have any questions or concerns about Your insurance or the handling of a claim You should, in the first instance, refer Your complaint or dispute to Our distribution partner responsible for handling your insurance contract or Third Party Administrator (TPA). You will find relevant contact details on your policy document.

If We do not make a decision within the period that We tell You We will respond, We will tell You about Your right to lodge a complaint with an external dispute resolution scheme. If You are not happy with Our response, You can refer Your complaint to the Australian Financial Complaints Authority ('AFCA') subject to its rules. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its rules.

You can contact AFCA at:

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Website: [www.afca.org.au](http://www.afca.org.au)

Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

If You require further information, You can access Our Complaints and Dispute Resolution Process at our website at [www.hdi-specialty.com/int/en/legals/making-a-complaint](http://www.hdi-specialty.com/int/en/legals/making-a-complaint).

### **Preparation Date**

This Product Disclosure Statement was prepared on 1 October 2021

### **Updating the PDS**

Information in the PDS may need to be updated from time to time. A copy of any updated information can be obtained without charge by calling Us on the contact details provided in this document. If the update is to correct a statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this Policy, We will provide the Insured with a new PDS or a Supplementary PDS.

# **POLICY WORDING**

# DEFINITIONS

The following Definitions apply to all sections of this Policy.

**ACCIDENT** means a sudden, unexpected and unintended specific event which occurs at a definable time and place.

**ACCIDENTAL DEATH** means Injury resulting in death caused by an Accident.

**ACCOMMODATION EXPENSES** means reasonable and necessary charges for accommodation which We have organised or authorised in writing prior to the commencement of the accommodation period. It does not include any charges for which You or an Insured Person have originally budgeted.

**AGGREGATE LIMIT OF LIABILITY** means the total We will pay for all claims within a Period of Insurance.

**AIR OR ROAD RAGE INCIDENT** means a violent physical act, or threat of the same, occurring whilst the Insured Person is occupying an aircraft as a passenger, or any motor vehicle intended for use on public roadways; that is intentionally committed by a person who is not an Insured Person or a Relative of an Insured Person.

**BENEFIT** means the amount that We will pay to You or an Insured Person in the event that a specific set of circumstances are satisfied.

**BENEFIT PERIOD** means the maximum period of time for which We will continue to pay a Benefit irrespective of whether claims are made under this Policy or another policy You or an Insured Person holds with Us, unless We have agreed to provide that cover over and above this Policy. If a Deferral Period applies to the Benefit, the Benefit Period for that Benefit begins at the end of the Deferral Period. The Benefit Period will be shown in the Policy Schedule below the relevant Benefit.

**CARJACKING** means violent theft or the attempted violent theft of a vehicle which is under the care and control of, or occupied by or immediately intended to be occupied by You or an Insured Person.

**CHARTER** means engagement by You or an Insured Person for a specific Journey to and/or from declared departure and arrival facilities or locations and where the mode of transportation is not part of a regular schedule for the general public.

**CIVIL UNREST** (including a civil War whether declared or not) means armed opposition, insurrection, revolution, armed rebellion or sedition between two (2) or more parties belonging to the same country where the opposing parties are of different ethnic, religious or idealistic groups.

**COMMERCIAL HIRE VEHICLE** means any rented vehicle primarily designed to:

1. Transport more than nine (9) passengers (excluding the driver); or
2. Perform any function other than the transportation of people/passengers.

**COUNTRY OF DOMICILE** means the country in which the Insured Person is deemed to be a citizen or permanent resident (e.g. holder of a multiple entry visa or permit which gives an Insured Person resident rights in such country).

**COUNTRY OF EXPATRIATION** means a country other than the Insured Person's Country of Domicile, that is:

1. where the Insured Person will spend most of their time whilst outside of their Country of Domicile;
2. where the Insured Person is residing whilst on an overseas expatriate assignment or secondment;
3. as declared to Us; or
4. as named in the Policy Schedule.

**DEFERRAL PERIOD** means the continuous period of time shown in the Policy Schedule during which no amount is payable for a Benefit. The Deferral Period begins at the point in time that the Benefit would have been payable if there was no Deferral Period. The Deferral Period is shown on the Policy Schedule below the relevant Benefit.

**DENTAL PRACTITIONER** means a person legally qualified in dentistry who is registered or licensed to practice dentistry under the laws of the country in which they practice dentistry as a dentist, dental hygienist, dental prosthetist, dental therapist, oral surgeon, orthodontist, oral health therapist or specialist who is not the Insured Person, You, or Your or an Insured Person's Family member or Relative.

**DEPENDENT CHILD or DEPENDENT CHILDREN** means an Insured Person's or their Partner's dependent child or children, including step children and legally adopted children, as long as the child or children are under nineteen (19) years of age, or under twenty five (25) years of age while they are full-time students attending a legally accredited registered training organisation, institution of higher learning, and are primarily dependent upon the Insured Person for maintenance and support. Dependent Child or Dependent Children also includes any child or children of any age who are living permanently with the Insured Person who through a disability are totally incapable of self-support.

**DETENTION or DETAINED** means the illegal holding of an Insured Person under duress by militias, militants or governments without any legal justification. Detention also includes the Insured Person being held hostage as part of a Hijacking.

**EFFECTIVE DATE OF COVER** means the date the:

1. Insured Person first becomes an Insured Person under the Policy and is shown in the Policy Schedule or subsequent endorsement as an Insured Person; and
2. Premium is paid or agreed to be paid by You for the Insured Person.

**ELECTRONIC EQUIPMENT** means any personal device that contains a computer chip, microprocessor or electronic controller, including but not limited to medical or therapeutic devices, mobile telephones, portable computers (including all notebooks, laptops, tablets and other hand-held

devices) or any wireless enabled wearable technology devices and the like. This does not include cameras.

**EMERGENCY SERVICES** means a public organisation that responds to and deal with emergency situations, including but not limited to ambulance services, police, fire brigade or rural fire services, coast guard, surf lifesaving.

**EXCESS** means the amount You or an Insured Person must contribute towards the cost of a claim under this Policy. Where an Excess applies it will be shown in the Policy Schedule and Our payments under any claim will be paid less the Excess amount. An Excess will reduce the amount We pay to You or the Insured Person for a claim for any one (1) Event. Only one (1) Excess applies to each separate Event for each Benefit of the Policy per Insured Person. An Excess can either be expressed as a monetary amount or a percentage of the loss.

**EXPOSURE** means lack of protection to extreme weather or environmental conditions.

**EVENT** means a situation or series of situations that give rise to a claim.

**FAMILY** means the Insured Person, their Accompanying Partner and/or their Dependent Children.

**FULL-BREAK** means when the bone is completely broken through with no connections.

**GENERAL CONDITIONS AND LIMITATIONS** means the General Conditions and Limitations as set out in the General Conditions section of this Policy on page 62.

**GENERAL EXCLUSIONS** means the General Exclusions as set out in the General Exclusions section of this Policy on page 60.

**HDI GLOBAL ASSIST** means HDI Global Specialty SE - Australia, medical, safety & security and emergency management assistance service.

**HIJACK or HIJACKING** means the unlawful seizure or capture by force or the forceful taking control of a conveyance in which the Insured Person is travelling or a building in which the Insured Person is located.

**HIRE VEHICLE** means a rented sedan, station wagon, hatchback or all-wheel (AWD) or four-wheel drive (4WD), which is not a Commercial Hire Vehicle, rented or hired from a licensed motor vehicle rental/hire company for the sole purpose of carrying an Insured Person in accordance with the Hire Vehicle Agreement and shall not include any other vehicle or use.

**HIRE VEHICLE AGREEMENT** means the written agreement between You or an Insured Person and the motor vehicle hire company whose business is to rent out Hire Vehicles or Commercial Hire Vehicles.

**HIRE VEHICLE EXCESS** means the amount You or an Insured Person has agreed to bear as the excess shown on the Hire Vehicle Agreement.

**HOSPITAL** means a place registered as a hospital for the care and treatment of sick or ill or injured persons and which has the following characteristics:

1. organised diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis;
2. provides 24 hours a day nursing services by registered nurses;
3. is under the supervision of a Medical Practitioner; and
4. is not primarily a clinic, a place for custodial care, a place for the treatment of alcoholism or any other substance abuse, a nursing, rest or convalescence home or home for the aged or similar establishment.

**ILLNESS** means a sickness or disease (including a mental illness, condition or disorder).

**INCOME** means:

1. If the Insured Person is an employee of You:
  - a. the Insured Person's gross weekly rate of pay exclusive of overtime payments, bonuses, commissions and allowances averaged over:
    - i. the period of three hundred and sixty-five (365) consecutive days prior to the date the disablement (with respect to which We have agreed to pay a claim under this Policy) commenced; or
    - ii. such shorter period that an Insured Person has been continuously employed prior to the date of disablement as certified by the Medical Practitioner.
2. If the Insured Person is a self-employed person (not Your employee):
  - a. the Insured Person's weekly pre-tax income derived from personal exertion, after deduction of all expenses necessarily incurred in connection with that income, averaged over:
    - i. the period of three hundred and sixty-five (365) consecutive days; or
    - ii. such shorter period that an Insured Person has been continuously self-employed prior to the date of disablement as certified by the Medical Practitioner.

If the Insured Person does not meet the criteria of 1 or 2 above, then the Insured Person's Income shall be deemed to be nil for the purposes of assessing any claim under this Policy.

**INCURABLE INSANITY** means a psychiatric disorder identified in the DSM-5 which is deemed to be Permanent by a Medical Practitioner.

**INJURY** means a physical bodily injury resulting from an Accident to the Insured Person; but excludes:

1. any consequences of an Injury which are ordinarily described as being a sickness, illness or disease, including but not limited to any congenital condition, heart condition, stroke or any form of cancer;

2. an aggravation of a pre-existing Injury; and
3. any degenerative condition.

**INSURED** means You, Your, the named company, organisation or person listed as the Insured in the Policy Schedule. They are the contracting party with the Insurer.

**INSURED PERSON** means any person stated by name, classification or meeting the criteria specified for an Insured Person in the Policy Schedule for the insurance cover You selected and with respect to whom a premium has been paid.

**INSURER/US/WE/OUR** means HDI Global Specialty SE - Australia.

**LABORATORY** means the facility where tests and analysis are undertaken for diagnostic and/or treatment purposes including urinalysis, blood tests, microbiological cultures, pathology tests and analysis and other tests of body fluids.

**LEGAL EXPENSES or LEGAL SERVICE** means:

1. reasonable fees, costs, charges and/or disbursements necessarily incurred with Our prior written consent which shall not be reasonably withheld by a solicitor, firm of solicitors, or any other appropriately legally qualified person, firm or company appointed by You or by the Insured Person; and/or
2. a court or tribunal order for costs or costs included in a settlement of a claim or legal proceedings for which the Insured Person is legally liable.

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

**LOSS** means items which are unrecoverable due to unforeseeable circumstances outside Your control or the control of an Insured Person.

**LOSS OF USE** means the physical severance, inability, Permanent and total loss to effectively use a part of the body.

**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 Medical Practitioner. This excludes household appliances including all air purifiers, vaporisers and humidifiers.

**MEDICAL MOBILITY EQUIPMENT** means any out of Hospital mobility and movement equipment to assist and support patient transportation and recovery approved by a Medical Practitioner, including but not limited to A-frames, crutches, walker, walking stick, wheelchair (non-motorised), scooter (non-motorised), moon boot, knee brace, neck, arm or leg supports.

**MEDICAL EXPENSES** means all reasonable expenses incurred from a Medical Practitioner, legally qualified and registered nurse, Hospital or registered ambulance service for medical surgery or other diagnostic or remedial treatment, including the cost of medical supplies or Prescription Medicines given and ambulance hire.

**MEDICAL PRACTITIONER** means a person legally qualified in medicine who is currently registered or licensed with the medical board of Australia or the medical board of the country in which they practise medicine as a general practitioner (doctor), physician, surgeon or specialist and who is not the Insured Person, You, or Your or an Insured Person's Family member or Relative.

**MEDICARE GAP** means the difference between the payment made by Medicare (or equivalent government entity) and the Medicare Benefits (or equivalent) Schedule fee for the expense.

**MONEY** means bank notes, coins, credit and debit cards, money orders, travellers' cheques, postal notes, gift cards and vouchers, petrol and other coupons and letters of credit.

**NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM** means Terrorism involving the use of fusion, fission, radiation, biological or chemical weapons.

**OCCUPATIONAL THERAPY EXPENSES** means reasonable and necessarily incurred charges for rehabilitation treatment and/or occupational therapy as prescribed by the treating Medical Practitioner as a result of an Injury.

**OCCURRENCE** means an Event which results in an Injury or property damage, neither expected nor intended from the Insured Person's perspective at the time.

**OTHER INSURANCE** means in the event of a claim under this Policy, any other insurance policy under which You or the Insured Person are entitled to claim or to which You or the Insured Person has access, that provides cover for the same Events or Loss.

**PARAPLEGIA** means Permanent, total and entire paralysis of both legs and part or whole of the lower half of the body.

**PARTNER** means an Insured Person's wife or husband including de-facto or life partner who has continuously cohabited with the Insured Person for a period of three (3) consecutive months or more at the time of the Event.

**PERIOD OF INSURANCE** means the period of time after the inception date of this Policy and before the Expiry Date shown in the Policy Schedule.

**PERMANENT** means lasting at least one (1) year on a constant, daily basis and certified by a Medical Practitioner to have a prognosis of no improvement.

**POLICY** means the Product Disclosure Statement, policy wording, current Policy Schedule, any Endorsements, Supplementary Product Disclosure Statements and any other documents that We may issue to You and that We tell you will form part of the Policy.

**POLICY SCHEDULE** means any current, subsequent, renewal or variation schedule listing the Benefits and limits that form part of the Policy.

**PRE-EXISTING CONDITION** means:

1. an ailment, illness or Injury, whether or not diagnosed:

- a. of which the Insured Person was aware; or
  - b. the signs, symptoms or side effects of which the Insured Person was aware; or
  - c. in relation to which the Insured Person sought medical treatment:  
prior to the Insured Person's Effective Date of Cover under the Policy; or
2. an ailment, illness or injury caused by a Pre-Existing Condition.
  3. any medical condition for which an Insured Person has been treated or suffered prior to the Insured Person's Effective Date, irrespective of whether or not the Insured has recovered.

If the Insured has a Pre-Existing Condition of any form of cancer, there is no cover for cancer or cancer-related conditions.

**PRESCRIPTION MEDICINES** means medication prescribed by a Medical Practitioner that are not available without a prescription. However, there is no cover for contraception and related birth control medicines whether a Prescribed Medicine or not.

**PROFESSIONAL SPORTS** means any sport for which an Insured Person receives a financial reward including an allowance, sponsorship, appearance fee or monetary payment to participate, where the reward accounts for more than fifteen percent (15%) of the Insured Person's annual Income from all sources.

**QUADRIPLEGIA** means Permanent, total and entire paralysis of both arms and both legs.

**RANSOM** means Money and/or marketable goods, property, monetary instruments, securities and/or services, surrendered or to be surrendered by You or the Insured Person on Your or the Insured Person's behalf in connection with a Kidnap, Detention or Extortion incident in consideration for the return or release of the captive Insured Person.

**RELATIVE** means the Insured Person's Family, parent, parent-in-law, grandparent, step-parent, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé, fiancée, half-brother, half-sister, aunt, uncle, niece or nephew.

**SCOPE OF COVER** means the operative time within the Period of Insurance that the cover under this Policy applies as shown in the Policy Schedule.

**TEMPORARY PARTIAL DISABLEMENT** means:

1. In the case of an Insured Person who is under the regular care of a Medical Practitioner and continues to be employed by You:
  - a. a temporary inability of the Insured Person, in the opinion of Medical Practitioner, to engage in a substantial part of their usual occupation or business duties; and
  - b. results in more than a twenty-five percent (25%) loss of the Income earned prior to the relevant Injury.

2. In the case of an Insured Person who is under the regular care of a Medical Practitioner who ceases to be employed by You:
  - a. a temporary inability of the Insured Person, in the opinion of Medical Practitioner, to engage in at least twenty-five percent (25%) of the duties of any occupation for which they have suitable education, training or experience.

**TEMPORARY TOTAL DISABLEMENT** means:

1. In the case of an Insured Person who is under the regular care of a Medical Practitioner and continues to be employed by You:
  - a. a temporarily inability of the Insured Person, in the opinion of a Medical Practitioner, to engage in any aspect of their usual occupation; or any of their business duties.
2. In the case of an Insured Person who ceases to be employed by You:
  - a. a temporary inability of the Insured Person in the opinion of a Medical Practitioner, to engage in any occupation for which they have suitable education, training or experience.

**TERRORISM** means any act, preparation in respect of action or threat of action (any of which are considered an 'Act' for the purposes of this definition), by a person or two (2) or more people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), that involves the use of or threat of force or violence, where the purpose of the Act by its nature or context is to:

- a. further a political, religious or ideological aim; and/or
- b. intimidate or influence a government or any political division within it for any purpose (whether lawfully constituted or otherwise) the public or any section of the public; and/or
- c. put the public, or any section(s) of the public, in fear.

**TOOTH or TEETH** means a sound and/or natural permanent tooth, but does not include first or milk teeth, dentures, implants, crowns, prosthetic teeth and/or dental fillings.

**TOTAL DISABLEMENT** means disablement preventing the Insured Person from engaging in the Insured Person's usual occupation or employment, or any other occupation or employment for which the Insured Person has suitable education, training, experience or skill; or if not employed, from engaging in any occupation for the remainder of the Insured Person's life.

**TOTAL LOSS OF HEARING** means total and Permanent loss of hearing.

**TOTAL LOSS OF SPEECH** means total and Permanent loss of speech.

**UNEXPECTED DEATH** means a death which was sudden or unforeseeable. It does not include the death of a terminally ill person, unless the death is due to an unrelated cause.

**WAR** (whether war is declared or not) means a state of armed conflict between different countries, different groups or factions within a country, or forces acting for any international authority, including but not limited to Nuclear, Biological or Chemical Terrorism, invasion, acts of foreign enemies, hostilities, or war-like operations.

**YOU/YOUR** means the named company, organisation or persons listed as the Insured on the Policy Schedule. The Insured is the party contracting with Us for this Policy of insurance.

# LUMP SUM BENEFITS

## Lump Sum Injury and Death Benefits

If, during the Period of Insurance, an Insured Person suffers an Injury or Accidental Death:

**We will pay** the following Benefits for each Insured Person for the Insured Events listed below as a percentage of the Maximum Benefit for ‘Lump Sum Injury and Death Benefits’ shown on Your Policy Schedule:

<b>Insured Events</b>	<b>Percentage of Maximum Benefit Payable</b>
Accidental Death:	100%
Permanent and Total Disablement:	100%
Paraplegia/Quadriplegia:	100%
Permanent and incurable paralysis of all Limbs:	100%
Permanent and Incurable Insanity:	100%
Permanent total loss of:	
• both kidneys:	75%
• one (1) kidney:	30%
• liver:	70%
• spleen:	10%
• reproductive organs:	40%
Permanent facial scarring, the greater of:	
• More than 10% of the entire face:	0.5%
• More than 20% of the entire face:	1%
• More than 50% of the entire face:	5%
Permanent total loss of sight in one (1) eye or both eyes:	100%
Permanent total Loss of Use of the lens in:	
• one (1) eye:	60%
• both eyes:	100%
Permanent total loss of hearing in:	
• one (1) ear:	30%
• both ears:	100%
Permanent total Loss of Use of one (1) or more Limbs:	100%
Fractured leg or patella with established non-union:	10%
Shortening of leg by at least 5cm:	7.5%
Permanent total Loss of Use of one (1) thumb of either hand:	
• both joints:	30%
• one (1) joint:	15%

Permanent total Loss of Use of one (1) finger of either hand:

- three (3) joints: 10%
- two (2) joints: 8%
- one(1) joint: 5%

Permanent total Loss of Use of toes of either foot:

- all the toes on one (1) foot: 15%
- the great toe, both joints: 5%
- the great toe, one (1) joint: 3%
- other than the great toe, each toe: 1%

Burns:

- Third degree burns and resultant permanent disfigurement which covers more than 20% of the entire external body: 50%
- Second degree burns and resultant disfigurement which covers more than 20% of the entire external body: 25%

Loss of at least 50% of all natural Teeth, including capped or crowned Teeth, but excluding first Teeth and dentures: 1%, but only up to a maximum of \$10,000.

**The maximum We will pay for this Benefit for any one (1) Insured Person is the amount shown in the Policy Schedule for ‘Lump Sum Injury and Death Benefits’.**

**The maximum amount payable for an Insured Person who is a Dependent Child is 10% of the listed Event for ‘Lump Sum Injury and Death Benefits’.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

#### **Conditions of the Lump Sum Injury and Death Benefits**

1. The Insured Event must occur within twelve (12) months of the date of the Injury.
2. We will not pay a ‘Lump Sum Injury and Death Benefit’ for more than one (1) of the Insured Events in respect of the same Injury. If one (1) Injury causes two (2) or more Insured Events, We will only pay the highest of those Insured Events Benefits.
3. We will not pay Benefits unless the Insured Person obtained correct medical advice from a Medical Practitioner as soon as possible after the happening of any Injury.

#### **Exclusions applicable to the Lump Sum Injury and Death Benefits**

1. No Benefits are payable for any Injury which is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).

2. No cover is provided for the Insured Event 'Permanent Total Disablement' for Insured Persons who are:
  - a. 70 years of age or older; or
  - b. the age shown in the Policy Schedule against 'Maximum Age Limit';whichever is lower.
3. No cover is provided for any claim where the Insured Event is caused or contributed to by a Pre-Existing Condition or connected with a Pre-Existing Condition.

## **Unspecified Permanent Disablement Benefit**

If, during the Period of Insurance an Insured Person, suffers a Permanent Disablement which is not listed as an Insured Event:

**We will pay** a percentage of the Maximum Benefit for Lump Sum Injury and Death Benefits shown on Your Policy Schedule calculated as a percentage of a whole person impairment determined by the opinion of not less than three (3) Medical Practitioners, including two (2) Medical Practitioners whom We appoint. If there is disagreement between the Medical Practitioners, then the percentage shall be the average of the Medical Practitioners' opinions.

**The maximum We will pay for this Benefit for any one (1) Insured Person is 75% of the amount shown in the Policy Schedule for 'Lump Sum Injury and Death Benefits'.**

**The maximum amount payable for an Insured Person who is a Dependent Child is 10% of the listed Event for 'Lump Sum Injury and Death Benefits'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Unspecified Permanent Disablement Benefit**

1. The Insured Event must occur within twelve (12) months of the date of the Injury.
2. We will not pay a 'Lump Sum Injury and Death Benefit' for more than one (1) of the Insured Events in respect of the same Injury. If one (1) Injury causes two (2) or more Insured Events, We will only pay the highest of those Insured Events Benefits.
3. We will not pay Benefits unless the Insured Person obtained correct medical advice from a Medical Practitioner as soon as possible after the happening of any Injury.

### **Exclusions applicable to the Unspecified Permanent Disablement Benefit**

1. No Benefits are payable for any Injury which is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).
2. No cover is provided for the Insured Event 'Permanent Total Disablement' for Insured Persons who are:
  - a. 70 years of age or older; or
  - b. the age shown in the Policy Schedule against 'Maximum Age Limit';whichever is lower.
3. No cover is provided for any claim where the Insured Event is caused or contributed to by a Pre-Existing Condition or connected with a Pre-Existing Condition.

## **Disappearance Benefit**

If an Insured Person has been officially declared missing for a period of twelve (12) months following the sinking, wrecking or disappearance of an aircraft, vehicle or vessel in which the Insured Person was travelling during the Period of Insurance:

**We will pay** the ‘Lump Sum Injury and Death Benefit’ for Accidental Death.

**The maximum We will pay for this Benefit for any one (1) Insured Person is the amount shown in the Policy Schedule for ‘Lump Sum Injury and Death Benefits’.**

**The maximum amount payable for an Insured Person who is a Dependent Child is 10% of the listed Event for ‘Lump Sum Injury and Death Benefits’.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Disappearance Benefit**

1. The Insured Event must occur within twelve (12) months of the date of the Injury.
2. We will not pay a ‘Lump Sum Injury and Death Benefit’ for more than one (1) of the Insured Events in respect of the same Injury. If one (1) Injury causes two (2) or more Insured Events, We will only pay the highest of those Insured Events Benefits.
3. We will not pay Benefits unless the Insured Person obtained correct medical advice from a Medical Practitioner as soon as possible after the happening of any Injury.

### **Exclusions applicable to the Disappearance Benefit**

1. No Benefits are payable for any Injury which is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).
2. No cover is provided for the Insured Event ‘Permanent Total Disablement’ for Insured Persons who are:
  - a. 70 years of age or older; or
  - b. the age shown in the Policy Schedule against ‘Maximum Age Limit’;whichever is lower.
3. No cover is provided for any claim where the Insured Event is caused or contributed to by a Pre-Existing Condition or connected with a Pre-Existing Condition.

## **Exposure Benefit**

If, during the Period of Insurance:

1. an Insured Person is exposed to the elements as a result of an Accident resulting in Injury; and
2. within twelve (12) months of the time of that Injury occurring suffers one (1) of the listed Insured Events under 'Lump Sum Injury and Death Benefits' as a direct result of the Exposure:

**We will** treat that Insured Event as if it were caused by an Injury for the purposes of this Policy.

**The maximum We will pay for this Benefit for any one (1) Insured Person is the amount shown in the Policy Schedule for 'Lump Sum Injury and Death Benefits'.**

**The maximum amount payable for an Insured Person who is a Dependent Child is 10% of the listed Event for 'Lump Sum Injury and Death Benefits'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Exposure Benefit**

1. The Insured Event must occur within twelve (12) months of the date of the Injury.
2. We will not pay a 'Lump Sum Injury and Death Benefit' for more than one (1) of the Insured Events in respect of the same Injury. If one (1) Injury causes two (2) or more Insured Events, We will only pay the highest of those Insured Events Benefits.
3. We will not pay Benefits unless the Insured Person obtained correct medical advice from a Medical Practitioner as soon as possible after the happening of any Injury or Exposure.

### **Exclusions applicable to the Exposure Benefit**

1. No Benefits are payable for any Injury which is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).
2. No cover is provided for the Insured Event 'Permanent Total Disablement' for Insured Persons who are:
  - a. 70 years of age or older; or
  - b. the age shown in the Policy Schedule against 'Maximum Age Limit';whichever is lower.
3. No cover is provided for any claim where the Insured Event is caused or contributed to by a Pre-Existing Condition or connected with a Pre-Existing Condition.

## **Broken / Fractured Bones Benefit**

If, during the Period of Insurance, an Insured Person suffers an Injury resulting in broken or fractured bones:

**We will pay** the following Benefits for each Insured Person for the Insured Events listed below as a percentage of the Maximum Benefit for 'Broken/Fractured Bones Benefit' shown on Your Policy Schedule:

<b>Insured Events</b>	<b>Percentage of Maximum Benefit Payable for Broken/ fractured Bones</b>
Neck or spine (full break i.e completely broken through with no connections)	100%
Neck or spine (incomplete break/not a full break)	50%
Pelvis and hip	25%
Skull, jaw, leg, pelvis, ankle or knee (full break or complete fracture)	50%
Skull, jaw, leg, pelvis, ankle or knee (simple or incomplete fracture)	20%
Shoulder blade	10%
Collar bone	10%
Upper leg	10%
Lower leg	5%
Knee cap	7.5%
Ankle, foot	5%
Upper arm, forearm or elbow	7.5%
Wrist or hand	5%
Ribs	5%
Finger, thumb or toe	2.5%
Cheek	5%

**The maximum We will pay for this Benefit for any one (1) Insured Person is the amount shown in the Policy Schedule for 'Broken/ Fractured Bones Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Broken / Fractured Bones Benefit**

Only General Conditions and Limitations apply.

### **Exclusions applicable to the Broken / Fractured Bones Benefit**

1. No Benefits are payable for any Injury which is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).
2. No cover is provided for any claim where the Insured Event is caused or contributed to by a Pre-Existing Condition or connected with a Pre-Existing Condition.

## **Accidental HIV Infection Lump Sum Benefit**

If, during the Period of Insurance, an Insured Person contracts the Human Immunodeficiency Virus (HIV) as a result of:

1. an Injury caused by a violent physical bodily assault by another person; or
2. medical treatment of an existing Injury of the Insured Person provided by a Medical Practitioner or legally qualified and registered nurse:

**We will pay** the amount shown in the Policy Schedule for ‘Accidental HIV Infection Lump Sum Benefit’.

**The maximum We will pay for this Benefit for any one (1) Insured Person is the amount shown in the Policy Schedule for ‘Accidental HIV Infection Lump Sum Benefit’.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Accidental HIV Infection Lump Sum Benefit**

1. General exclusions applicable to HIV infection do not apply to this Benefit, provided that the Insured Person contracts the HIV Infection in the specific Injury or medical treatment circumstances in which We pay this Benefit.
2. The Insured Person must be diagnosed positive for the HIV infection within six (6) months of the relevant Injury or medical treatment circumstances occurring.
3. A recognised laboratory must carry out the HIV testing for diagnosis.
4. It must be confirmed in the Insured Person’s medical history records and/or HIV testing by a recognised laboratory that the Insured Person was not HIV positive at the time of the Injury or medical treatment giving rise to the HIV infection.

### **Exclusions applicable to the Accidental HIV Infection Lump Sum Benefit**

1. No cover is provided if the Insured Person already had HIV prior to the Injury or medical treatment circumstances giving rise to the HIV infection.
2. No cover is provided for HIV infection which is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).
3. No cover is provided for any claim where the HIV infection was caused or contributed to by a Pre-Existing Condition or connected with a Pre-Existing Condition.

## **Cosmetic and Reconstructive Surgery Benefit**

If, during the Period of Insurance, an Insured Person suffers an Injury which results in a reconstructive or cosmetic surgery recommended by a Medical Practitioner as medically necessary to cure or alleviate the Injury:

**We will pay** the amount shown in the Policy Schedule for ‘Cosmetic and Reconstructive Surgery Benefit’.

**The maximum We will pay for this Benefit for any one (1) Insured Person is the amount shown in the Policy Schedule for ‘Cosmetic and Reconstructive Surgery Benefit’.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Cosmetic and Reconstructive Surgery Benefit**

1. This Benefit is not payable in addition to the Lump Sum Benefits cover for Permanent Facial Scarring and Burns.
2. This Benefit is payable once only in respect of any one (1) Accident.

### **Exclusions applicable to the Cosmetic and Reconstructive Surgery Benefit**

1. We will pay for this Benefit notwithstanding any General Exclusions which apply to cosmetic, elective or plastic surgery.
2. No cover is provided for any claim where reconstructive or cosmetic surgery was required, caused or contributed to by a Pre-Existing Condition or connected with a Pre-Existing Condition.

## **Executor Expenses Benefit**

If, during the Period of Insurance an Insured Person suffers:

1. An Injury that results in Accidental Death; or
2. We have accepted a claim for 'Infections Death Benefit';

and, if requested by the Executor of the Insured Person's estate:

**We will pay** You or the Executor the reasonable expenses necessarily incurred as a direct consequence of the death of the Insured Person which require immediate payment in order for the Executor to arrange the administration of the Insured Person's estate.

**The maximum We will pay for this Benefit for any one (1) Insured Person is the amount shown in the Policy Schedule for 'Executor Expenses Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Executor Expenses Benefit**

1. You or the Executor must produce the death certificate or interim death certificate to Us.

### **Exclusions applicable to the Executor Expenses Benefit**

1. No cover is provided for any claim where the Insured Event is caused or contributed to by a Pre-Existing Condition or connected with a Pre-Existing Condition.

## **Air or Road Rage Benefit**

If, during the Period of Insurance, an Insured Person suffers an Injury as a result of an Air or Road Rage Incident:

**We will pay** the amount shown in the Policy Schedule for ‘Air or Road Rage Benefit’.

**The maximum amount payable for this Benefit for any one (1) Insured Person is the amount shown in the Policy Schedule for ‘Air or Road Rage Benefit’.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Air or Road Rage Benefit**

1. The Insured Person must report the Air Rage or Road Rage Incident to the Police or other appropriate authority as soon as practicable after the Event and provide Us with a copy of the written report from the same.

### **Exclusions applicable to the Air or Road Rage Benefit**

Only General Exclusions apply.

## **Carjacking Benefit**

If, during the Period of Insurance, an Insured Person suffers an Injury as a result of a Carjacking:

**We will pay** the Insured Person the amount shown in the Policy Schedule for ‘Carjacking Benefit’ listed in the Policy Schedule.

**The maximum amount payable for this Benefit is the amount shown in the Policy Schedule for ‘Carjacking Benefit’.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Carjacking Benefit**

1. The Insured Person must report the Carjacking to the Police or other appropriate authority as soon as practicable after the Event and provide Us with a copy of the written report from the same.

### **Exclusions applicable to the Carjacking Benefit**

Only General Exclusions apply.

## **Premature Childbirth/Miscarriage Benefit**

If, during the Period of Insurance, an Insured Person who is pregnant suffers an Injury which results in premature childbirth (prior to twenty six (26) weeks' gestation) or a miscarriage of the pregnancy:

**We will pay** the Insured Person the amount shown in the Policy Schedule for 'Premature Childbirth/Miscarriage Benefit'.

**The maximum We will pay for this Benefit for any one (1) Insured Person is the amount shown in the Policy Schedule for 'Premature Childbirth/Miscarriage Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Premature Childbirth/Miscarriage Benefit**

Only General Conditions and Limitations apply.

### **Exclusions applicable to the Premature Childbirth/Miscarriage Benefit**

We will pay for this Benefit notwithstanding any General Exclusions which apply to Pregnancy.

## **Prosthetic Limbs and Eye Benefit**

If, during the Period of Insurance, an Insured Person as a result of an Injury suffers a Permanent Total Loss of Use of one (1) or more Limbs and/or a Permanent Total Loss of Use or sight in one (1) eye or both eyes and it is medically necessary for the Insured Person to acquire and fit a prosthetic Limb and/or prosthetic eye or to replace an existing prosthetic Limb and/or prosthetic eye:

**We will pay** the Insured Person the cost of the acquisition and fitting of a prosthetic Limb or eye or replacement prosthetic limb or eye.

**The maximum We will pay for this Benefit for any one (1) Insured Person for one (1) prosthetic Limb is the amount shown in the Policy Schedule for ‘Prosthetic Limbs and Eye Benefit’.**

**If more than one (1) prosthetic Limb is required, We will pay a maximum of the amount shown in the Policy Schedule for ‘Prosthetic Limbs and Eye Benefit’ multiplied by two (2).**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Prosthetic Limbs and Eye Benefit**

Only General Conditions and Limitations apply.

### **Exclusions applicable to the Prosthetic Limbs and Eye Benefit**

1. No cover is provided for any claim where the Insured Event is caused or contributed to by a Pre-Existing Condition or connected with a Pre-Existing Condition.
2. No cover is provided where the payment of the Benefit would constitute the carrying on of a “Health Insurance Business” by Us as defined under *the Private Health Insurance Act 2007* or the *Health Insurance Act 1973 (Cth)* or any amended or successor legislation of that nature.

## **Terrorism Injury Benefit**

If, an Insured Person suffers an Injury during the Period of Insurance which results in a claim that we have accepted under the cover for 'Lump Sum Injury and Death Benefits' for one (1) of the following Insured Events:

- Permanent and Total Disablement:
- Paraplegia/Quadriplegia:
- Permanent and incurable paralysis of all Limbs:
- Permanent and Incurable Insanity:
- Permanent total loss of sight in one (1) or both eyes:
- Permanent total Loss of Use of one (1) or more Limbs: or
- Permanent total Loss of Use of hearing in both ears;

and, the Injury results from an act of Terrorism:

**We will pay** the amount shown in the Policy Schedule for 'Terrorism Injury Benefit', in addition to any other Injury Benefit payable under this Policy.

**The maximum amount We will pay is shown in the Policy Schedule for 'Terrorism Injury Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Terrorism Injury Benefit**

Only General Conditions and Limitations apply.

### **Exclusions applicable to the Terrorism Injury Benefit**

1. No cover is provided for any claim where the Insured Event is caused or contributed to by a Pre-Existing Condition or connected with a Pre-Existing Condition.
2. We will pay for this Benefit notwithstanding any General Exclusions which apply to Terrorism.

## **Trauma Counselling Benefit**

If, during the Period of Insurance:

1. an Insured Person suffers psychological trauma as a result of an Injury or of them being a victim of, or being an eyewitness to a criminal act such as Kidnap, sexual assault, rape, murder, violent robbery or an act of Terrorism and the Insured Person attends trauma counselling treatment sessions which incur fees charged by the provider of the trauma counselling; or
2. a Family member of an Insured Person suffers psychological trauma as a result of the death or Injury of the Insured Person in circumstances where the Insured Person was a victim of a criminal act such as Kidnap, sexual assault, rape, murder, violent robbery or an act of Terrorism and the Family member attends trauma counselling treatment sessions which incur fees charged by the provider of the trauma counselling:

**We will pay** the amount shown in the Policy Schedule for 'Trauma Counselling Benefit'.

**The maximum amount We will pay is shown in the Policy Schedule for 'Trauma Counselling Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Trauma Counselling Benefit**

1. The Insured Person must report the criminal to the Police or other appropriate authority as soon as practicable after the Event and provide Us with a copy of the written report from the same.

### **Exclusions applicable to the Trauma Counselling Benefit**

1. We will pay for this Benefit notwithstanding any General Exclusions which apply to Terrorism.

## **Dependent Child Supplement Benefit**

If, during the Period of Insurance, an Insured Person sustains an Injury which results in the Accidental Death of the Insured Person and We have accepted a claim for the 'Lump Sum Injury and Death Benefits':

**We will pay** the Insured Person's estate a 'Dependent Child Supplement Benefit' for each Dependent Child of the Insured Person.

**The maximum amount We will pay is shown in the Policy Schedule for 'Dependent Child Supplement Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Dependent Child Supplement Benefit**

Only General Conditions and Limitations apply.

### **Exclusions applicable to the Dependent Child Supplement Benefit**

Only General Exclusions apply.

## **Orphaned Benefit**

If, during the Period of Insurance, an Insured Person and their Partner each suffer an Injury which results in Accidental Death, and we have accepted a claim for Accidental Death under the 'Lump Sum Injury and Death Benefits':

**We will pay** to the Insured Person's estate, double the Lump Sum Benefit amount payable for Accidental Death.

**The maximum amount We will pay is shown in the Policy Schedule for 'Orphaned Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Orphaned Benefit**

1. Both the Insured Person and their Partner must suffer Accidental Death as a result of the same Accident.
2. We will not pay this Benefit in addition to the 'Dependent Child Supplement Benefit', 'Partner Accident Death Benefit' or 'Education Fund Benefit'.
3. We will only pay this Benefit if the Insured Person's Dependent Children are beneficiaries of the Insured Person's estate.

### **Exclusions applicable to the Orphaned Benefit**

1. No cover is provided for any Injury wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).
2. No cover is provided for any claim in relation to or in connection with a Pre-Existing Condition.

# WEEKLY BENEFITS

## **Weekly Injury Benefit**

If, during the Period of Insurance, the Insured Person suffers an Injury which results in the Insured Person's Temporary Total Disablement or Temporary Partial Disablement, and as a result suffers a Loss of Income:

### **We will pay:**

1. For each completed twenty-four (24) hours of continued Temporary Total Disablement, the amount shown in the Policy Schedule for Weekly Injury Benefit, capped at the amount of the Insured Person's Average Weekly Income in the twelve (12) months immediately prior to the Injury; or
2. For each completed twenty-four (24) hours of continued Temporary Partial Disablement, 40% of the Weekly Injury Benefit that the Insured Person would be entitled to for Temporary Total Disablement, provided that:

if the Insured Person suffers a Temporary Partial Disablement and is able to return to work in a reduced capacity (whether or not with You) yet elects not to do so, the maximum We will pay is 25% of the Benefit payable for Temporary Total Disablement.

If, after one (1) year following the commencement the of the period of disablement, the Insured Person remains disabled as a result of the Injury, We will increase the future Benefits payable for Weekly Injury Benefit by 5% for the remainder of the Benefit period.

**The maximum We will pay for each Insured Person is the amount shown in the Policy Schedule for 'Weekly Injury Benefits'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Weekly Injury Benefit**

1. The Total or Partial Disablement must occur within one (1) year of the date of the Injury.
2. The Insured Person must as soon as possible after the happening of any Injury giving rise to a claim, obtain and follow medical advice from a Medical Practitioner.
3. Payments under this Benefit shall be reduced by the amount of any Workers' Compensation, Transport Accident Compensation, Statutory Compensation (or any other legislation having similar effect) entitlement for incapacity for work or any other payment which the Insured Person is entitled to receive for disability from any Other Insurance policy.
4. If the Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same Injury that period of disablement will be deemed a continuation of the prior period unless:
  - a. the Insured Person has worked full time for six (6) months between the original disablement period and the recurrence of the disablement period; or

- b. following a period where the Insured Person has worked full time for more than six (6) months:

in which case, the subsequent period of disablement shall be deemed to have resulted from a new Injury and a new Deferral Period shall apply and the continuing period of disablement will accumulate to the prior claim period and total Benefit Period.

5. If the Insured Person's employment is terminated or they are made redundant and the Insured Person receives a lump sum termination or redundancy payment, We will reduce and/or offset that termination or redundancy payment against any 'Weekly Injury Benefit' by the equivalent periodical payments (or proportional weekly equivalent of any Lump Sum Payment) that the Insured Person received.
6. If the Insured Person redeems, commutes or settles their entitlement to Income from any other source, their 'Weekly Injury Benefits' will immediately cease.
7. You and any Insured Person must give Us written notice as soon as practicable if You or any Insured Person takes out any Other Insurance with any insurer providing for weekly compensations of a similar kind.
8. All 'Weekly Injury Benefits' will be paid monthly in arrears.
9. If an Insured Person is entitled to Temporary Total Disablement or Temporary Partial Disablement Benefits and travels or resides outside Australia for a period of more than thirty (30) consecutive days (unless otherwise agreed with Us in writing), the weekly Benefits payable under the 'Weekly Injury Benefits' will cease thirty (30) days after the Insured Person left Australia.

#### **Exclusions applicable to the Weekly Injury Benefit**

1. No Benefits are payable for any Injury which is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).
2. No cover is provided for any period where the Insured Person is receiving or is entitled to receive sick leave payments.
3. No cover is provided for Insured Persons who have attained:
  - a. the age of seventy-five (75) years; or
  - b. the age shown in the Policy Schedule against 'Maximum Age Limit';whichever is the lesser.
1. No cover is provided for any claim in relation to or in connection with a Pre-Existing Condition.

## **Coma Benefit**

If, during the Period of Insurance, an Insured Person sustains an Injury which results in them being in a state of continued total unconsciousness:

**We will pay** the amount shown in the Policy Schedule for 'Daily Coma Benefit' for each completed twenty-four (24) hours of continued total unconsciousness.

**The maximum We will pay for any one (1) Injury resulting in coma is shown in the Policy Schedule for 'Coma Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Coma Benefit**

1. The Insured Person or their legal representative must provide Us with a medical certificate from a Medical Practitioner verifying that the Injury directly caused the continuous total unconsciousness.

### **Exclusions applicable to the Coma Benefit**

1. No cover is provided for any Injury wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).

# **OTHER BENEFITS CONSEQUENT ON INJURY**

## **Family Accommodation and Transport Expenses Benefit**

If, during the Period of Insurance an Insured Person suffers an Injury which results in them being admitted as an in-patient to a Hospital in Australia, and the Insured Person's Family incurs expenses to travel to and remain with the Insured Person for the duration of their stay as an inpatient:

**We will pay** for the reasonable expenses incurred for 'Family Accommodation and Transport Expenses Benefit' up to the amount shown in the Policy Schedule for 'Family Accommodation and Transport Expenses Benefit'.

**The maximum amount We will pay is shown in the Policy Schedule for 'Family Accommodation and Transport Expenses Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Family Accommodation and Transport Expenses Benefit**

1. The Hospital must be located outside a radius of 100km from the Insured Person's place of residence.

### **Exclusions applicable to the Family Accommodation and Transport Expenses Benefit**

1. No cover is provided for any Injury wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).
2. No cover is provided for any claim in relation to or in connection with a Pre-Existing Condition of the Insured Person.

## **Bed Care Benefit**

If, during the Period of Insurance, an Insured Person suffers an Injury which results in them being unable to perform activities of daily living (including but not limited to washing, cooking, bathing, and dressing), and the Insured Person is unable to move around their principal place of residence, and the Insured Person is confined to bed (other than in a medical facility or Hospital):

**We will pay** the amount shown in the Policy Schedule for 'Bed Care Benefit' for each completed twenty-four (24) hours of continued total immobility.

**The maximum amount We will pay is shown in the Policy Schedule for 'Bed Care Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Bed Care Benefit**

1. A Medical Practitioner must certify that the Insured Person is unable to perform the activities of daily living and is confined to bed in their principle place of residence for the period claimed.

### **Exclusions applicable to the Bed Care Benefit**

1. No cover is provided if the Insured Person is confined to bed for a period which lasts less than forty-eight (48) hours.

## **Childcare Services Benefit**

If, during the Period of Insurance, an Insured Person sustains an Injury which results in a claim that We have accepted under the cover for 'Lump Sum Injury and Death Benefits' for one (1) of the following Insured Events:

- Permanent and Total Disablement;
- Paraplegia/Quadriplegia;
- Permanent and incurable paralysis of all Limbs;
- Permanent and incurable Insanity;
- Permanent total loss of sight in one (1) or both eyes;
- Permanent total Loss of Use of one (1) or more Limbs; or
- Permanent total Loss of Use of the lens in both eyes or hearing in both ear;

and, as a result of the Injury the Insured Person incurs expenses relating to Childcare Services for their Dependent Children:

**We will pay** the reasonable Childcare Services expenses incurred up to the amount shown in the Policy Schedule for 'Childcare Services Benefit'.

**The maximum amount We will pay is shown in the Policy Schedule for 'Childcare Services Benefits'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Childcare Services Benefit**

1. The Childcare Services must be provided by a trained and registered childcare provider that is not a relative of the Insured Person.

### **Exclusions applicable to the Childcare Services Benefit**

1. No cover is provided for expenses that would have been incurred irrespective of the Injury.
2. No cover is provided for any claim in relation to or in connection with a Pre-Existing Condition of the Insured Person.

## **Education Fund Benefit**

If, during the Period of Insurance an Insured Person suffers an Injury which results in Accidental Death and We have accepted a claim for the Insured Person's Accidental Death under the 'Lump Sum Injury and Death Benefits' or 'Infections Death Benefit', and the Insured Person's Dependent Children subsequently incur expenses for school, university or institute of higher learning fees:

**We will pay** the Insured Person's estate an 'Education Fund Benefit' for each Dependent Child of the Insured Person.

**The maximum amount We will pay is shown in the Policy Schedule for 'Education Fund Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Education Fund Benefit**

Only General Conditions and Limitations apply.

### **Exclusions applicable to the Education Fund Benefit**

1. No cover is provided for any claim in relation to or in connection with a Pre-Existing Condition of the Insured Person.

## **Home, Workplace and Vehicle Modification Benefit**

If, an Insured Person suffers an Injury during the Period of Insurance which results in a claim which We have accepted under the 'Lump sum Injury and Death Benefits' for one (1) of the following Insured Events:

- Permanent Total Disablement;
- Paraplegia/Quadriplegia;
- Permanent and incurable paralysis of all Limbs;
- Permanent and Incurable Insanity;
- Permanent total loss of sight in one (1) or both eyes;
- Permanent total Loss of Use of one (1) or more Limbs;
- Permanent total Loss of Use of the lens in both eyes; or
- Permanent total loss of Hearing in both ears;

and, as a direct result of the Injury the Insured Person is unable to perform the activities of daily living and requires modification to the Insured Person's:

1. principal residence (including but not limited to the installation of ramps for external or internal wheel chair access, internal guide rails, emergency alert system and similar disability aids); and/or
2. principal workplace (including but not limited to installation of ramps for external or internal wheel chair access, internal guide rails, emergency alert system and similar disability aids); and/or
3. private vehicle (used for non-commercial purposes) including but not limited to the installation of steering wheel modifications and pedal adjustments;

and expenses are incurred for those modifications:

**We will pay** for the reasonable Home, Workplace and/or Vehicle Modification expenses up to the amount shown in the Policy Schedule for 'Home, Workplace and Vehicle Modification Benefit'.

**The maximum amount We will pay is shown in the Policy Schedule for 'Home, Workplace and Vehicle Modification Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Home, Workplace and Vehicle Modification Benefit**

1. Modifications must be required in order to perform the activities of daily living such as driving, washing, cooking, bathing, dressing and movement around the Insured Person's residence or principal workplace.
2. Our prior written agreement must be obtained before incurring any expenses.
3. The Insured Person's attending Medical Practitioner must certify that these modifications are necessary in order for the Insured Person to perform the activities of daily living or work.
4. Cover is limited to modifications of the Insured Person's principal residence and principal workplace only and one (1) private non-commercial vehicle.
5. Modifications must be in accordance with any law or by-laws.

**Exclusions applicable to the Home, Workplace and Vehicle Modification Benefit**

1. No cover is provided where the payment of the Benefit would constitute the carrying on of a "Health Insurance Business" by Us as defined under the *Private Health Insurance Act 2007* the *Health Insurance Act 1973* (Cth) or any amended or successor legislation of that nature.
2. No cover is provided for any claim in relation to or in connection with a Pre-Existing Condition of the Insured Person.

## **Retraining and Rehabilitation Expenses Benefit**

If, during the Period of Insurance an Insured Person suffers an Injury which results in a claim that We have accepted for 'Weekly Injury Benefit' for Temporary Total Disablement or Temporary Partial Disablement, and as a result of the Injury the Insured Person incurs expenses for Occupational Therapy Expenses for training, tuition or vocational guidance:

**We will reimburse** the reasonable expenses for Occupational Therapy Expenses for training, tuition or vocational guidance up to the amount shown in the Policy Schedule for 'Retraining and Rehabilitation Expenses Benefit'.

**The maximum amount We will pay is shown in the Policy Schedule for 'Retraining and Rehabilitation Expenses Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Retraining and Rehabilitation Expenses Benefit**

1. The Insured Person's Medical Practitioner must certify that the training, tuition or vocational guidance is absolutely medically necessary to rehabilitate the Insured Person as a result of the Injury.
2. Our written agreement must be obtained prior to the commencement of the training, tuition or vocational guidance.

### **Exclusions applicable to the Retraining and Rehabilitation Expenses Benefit**

1. No cover is provided for any claim in relation to or in connection with a Pre-Existing Condition of the Insured Person.

## **Unexpired Membership Benefit**

If, during the Period of Insurance, an Insured Person suffers an Injury which:

1. results in a claim that We have accepted under the cover for 'Lump Sum Injury and Death Benefits' for one (1) of the following Insured Events:
  - Permanent and Total Disablement;
  - Paraplegia/Quadriplegia;
  - Permanent and incurable paralysis of all Limbs;
  - Permanent and Incurable Insanity;
  - Permanent total loss of sight in one (1) or both eyes;
  - Permanent total Loss of Use of one (1) or more Limbs;
  - Permanent total Loss of Use of the lens in both eyes; or
  - Permanent total Loss of hearing in both ears;
2. a claim that We accept for 'Weekly Injury Benefit' for Temporary Total Disablement or Temporary Partial Disablement;

and, as a result of the Injury the Insured Person is unable to participate in any sport or gym activity, for which the Insured Person has pre-paid a membership fee, association fee or registration fee:

**We will reimburse** the membership fee, association fee or registration fee which has been paid for the current season, on a pro-rata basis.

**The maximum amount We will pay is shown in the Policy Schedule for 'Unexpired Membership Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Unexpired Membership Benefit**

1. A Medical Practitioner must certify in writing that:
  - a. the Temporary Total Disablement or Temporary Partial Disablement will continue for a minimum period of six (6) months; and
  - b. the Injury is preventing the Insured Person from continuing their participation in the sport or gym activity for which they have pre-paid the relevant membership, association or registration fee.

### **Exclusions applicable to the Unexpired Membership Benefit**

1. No cover is provided for any fees for which a refund is available, or where fees have not been paid.
2. No cover is provided for any claim in relation to or in connection with a Pre-Existing Condition.

## **Partner Employment Training Benefit**

If, during the Period of Insurance, an Insured Person suffers an Injury which results in Accidental Death or Permanent Total Disablement that We have accepted as a claim for 'Lump Sum Injury and Death Benefits' and the Insured Person's Partner incurs expenses for training or retraining for the purpose of:

1. obtaining gainful employment or improving the Insured Person's Partners potential for employment; or
2. improving the quality of care the Insured Person's Partner can provide to the Insured Person:

**We will pay** the reasonable expenses for the Partner Employment Training.

**The maximum amount We will pay is shown in the Policy Schedule for 'Partner Employment Training Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Partner Employment Training Benefit**

2. The Partner must be aged under seventy-five (75) years of age at the commencement of the training.
3. The training must be provided by a legally recognised training organisation or institution qualified to provide such training.
4. All such training expenses must be incurred within one (1) year from the date of the Insured Person's Injury.
5. This Benefit is only payable if the Insured Person's Partner is not already employed.

### **Exclusions applicable to the Partner Employment Training Benefit**

1. No cover is provided for any claim in relation to or in connection with a Pre-Existing Condition of the Insured Person.

## **Driver Services Benefit**

If, during the Period of Insurance an Insured Person suffers an Injury which results in a claim that We accept for 'Weekly Injury Benefit' for Temporary Total Disablement, and as a result the Insured Person incurs expenses related to transportation of the Insured Person between their principal residence and place of business for the purpose of engaging in their pre-disablement occupation:

**We will reimburse** the reasonable expenses up to the Maximum listed in the Policy Schedule for 'Driver Services Benefit'.

**The maximum amount We will pay is shown in the Policy Schedule for 'Driver Services Benefits'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Driver Services Benefit**

1. The Driver Services must be provided by a legally approved and licensed taxi or ride sharing service.
2. The Insured Person must have recovered sufficiently from the Injury to return to work.
3. A Medical Practitioner must certify that the Insured Person is unable to drive a vehicle or travel on public transport.

### **Exclusions applicable to the Driver Services Benefit**

1. No cover is provided for any claim in relation to or in connection with a Pre-Existing Condition of the Insured Person.
2. No cover is provided for the expenses that the Insured Person usually incurs for travel between their principal residence and place of business.

## **Financial Advice Benefit**

If, during the Period of Insurance an Insured Person suffers an Injury, which results in a claim which We have accepted under the 'Lump Sum Injury and Death Benefits' for one (1) of the following Insured Events :

- Accidental Death;
- Permanent Total Disablement;
- Paraplegia/Quadriplegia;
- Permanent and incurable paralysis of all Limbs;
- Permanent and Incurable Insanity;
- Permanent total loss of sight in one (1) or both eyes;
- Permanent total Loss of Use of one (1) or more Limbs;
- Permanent total Loss of Use of the lens in both eyes; or
- Permanent total loss of hearing in both ears;

and, as a result of the Injury the Insured Person or the Insured Person's legal representative incurs expenses for professional financial planning advice:

**We will pay** the reasonable expenses for the Professional Financial Planning Advice up to the amount shown in the Policy Schedule for 'Financial Advice Benefit'.

**The maximum amount We will pay is shown in the Policy Schedule for 'Financial Advice Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Financial Advice Benefit**

1. The professional financial planning advice must be provided by a qualified financial planner who is authorised and regulated by the Australian Securities and Investment Commission to provide financial advice.
2. Expenses must be incurred within six (6) months of the Injury occurring.

### **Exclusions applicable to the Financial Advice Benefit**

1. No cover is provided for expenses paid to a financial planner who is related in any way to the Insured Person or the Insured Person's legal representative.
2. No cover is provided for any claim in relation to or in connection with a Pre-Existing Condition of the Insured Person.

## **Corporate Image Protection Benefit**

If, during the Period of Insurance, an Insured Person suffers an Injury which results in a claim that We have accepted under 'Lump Sum Injury and Death Benefits' for Accidental Death or Permanent Total Disablement, and as a result You incur expenses for Corporate Image Protection of the necessary engagement of:

1. image consultants;
2. public relations consultants; and/or
3. media consultants for the release of information through the media:

**We will reimburse** You those reasonable expenses up to the amount listed in Your Policy Schedule for 'Corporate Image Protection Benefit'.

**The maximum amount We will pay is shown in the Policy Schedule for 'Corporate Image Protection Benefit'.**

The following Conditions and Exclusions apply in addition to the General Conditions, Exclusions and Limitations, unless specifically stated otherwise.

### **Conditions of the Corporate Image Protection Benefit**

1. The expenses must be incurred within one (1) year from the date of the Injury.
2. The expenses must be incurred in direct response to the Injury to protect or positively promote Your business and image.
3. You must provide Us with a signed undertaking that any amount paid to You will be repaid to Us if, after Our payment, it is found that a valid claim did not or will not eventuate.

### **Exclusions applicable to the Corporate Image Protection Benefit**

1. No cover is provided for any claim in relation to or in connection with a Pre-Existing Condition.

## **Funeral Expenses Benefit**

If, during the Period of Insurance, an Insured Person suffers an Injury that results in Accidental Death and subsequently the Insured Person's estate or the Insured Person's Partner or Dependent Children incur reasonable expenses for:

1. funeral, burial or cremation and associated expenses; or
2. transporting the Insured Person's body, mortal remains or ashes to a place nominated by the Insured Person's estate, Partner or Dependent Children;

**We will pay for or reimburse** those reasonable expenses.

**The maximum amount we will pay is the amount shown in the Policy Schedule for 'Funeral Expenses Benefit'.**

### **Conditions of the Funeral Expenses Benefit**

Only General Conditions and Limitations apply.

### **Exclusions applicable to the Funeral Expenses Benefit**

Only General Exclusions apply.

# GENERAL EXCLUSIONS

**These General Exclusions apply to all Benefits under the Policy, unless a Benefit expressly states that a General Exclusion does not apply in relation to that Benefit or the Policy.**

1. We do not provide cover for an Insured Person who has attained the age shown in the Policy Schedule against 'Maximum Age Limit'.
2. We do not provide cover for an Insured Person while they are engaging in air travel or aerial activities except as a passenger in an aircraft licensed to carry passengers.
3. We do not provide cover for an Insured Person while they are participating in or training for Professional Sports.
4. We do not provide cover for any intentional, deliberate or self-inflicted harm or Injury including, but not limited to:
  - (a) suicide or attempted suicide; and/or
  - (b) reckless misconduct;  
caused or committed by You, the Insured Person, a spouse/Partner or Dependent Child.
5. We do not provide cover for any Injury, Loss or damage resulting from any criminal or illegal act caused or committed by You, the Insured Person, a spouse/Partner or Dependent Child.
6. We do not provide cover for an Insured Person who was under the influence of intoxicating liquor while driving or had a blood alcohol content over the prescribed legal limit whilst driving.
7. We do not provide cover for an Insured Person who was under the influence of any drug whilst driving, unless the drug was prescribed by a Medical Practitioner and taken in accordance with the Medical Practitioner's advice.
8. We do not provide cover for any Insured Person who intentionally takes an illegal drug and suffers an Injury when or as a result of the Insured Person being under the influence of an illegal drug.
9. We do not provide cover for an Insured Person engaging in or taking part in naval, military or air force service or operations.
10. We do not provide cover for any form of racing or time trials, other than on foot.
11. We do not provide cover for the use, existence or escape of nuclear weapons material, or ionising radiation from, or contamination by, radioactivity from any nuclear fuel or nuclear waste.
12. We do not provide cover for sexually transmitted diseases/infection or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection.

13. We do not provide cover for War, Civil Unrest/rebellion, revolution, insurrection or military or usurped power in, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority in the Insured Person's Country of Domicile or Country of Expatriation, or if the Insured Person was taking part in a riot or civil commotion.
14. We do not provide cover, and We are not liable to pay any claim or provide any Benefit under the Policy to the extent that such claim payment or the provision of such cover or Benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, one (1) of its member states, Australia, or the United States of America.
15. We do not provide cover for any Benefit where that would:
  - a. constitute the carrying out of a 'Health Insurance Business' as defined under the *Private Health Insurance Act 2007* (Cth) or any amended or successor legislation of that nature; or
  - b. result in a breach of the provisions of the *Health Insurance Act 1973* (Cth) or the *National Health Act 1953* (Cth) or any amended or successor legislation of that nature.
16. We do not provide cover for any Events attributable wholly or partly to childbirth or pregnancy or the complications of these.
17. We do not provide cover for any claim in relation to or in connection with a Pre-Existing Condition.
18. We do not provide cover where a Loss, damage, liability, Event, Injury or Illness is covered by Medicare, any workers compensation legislation, any transport accident legislation, any government sponsored fund, plan or medical benefit scheme or any other insurance policy required to be effected by or under law.

# GENERAL CONDITIONS AND LIMITATIONS

The following General Conditions and Limitations apply to the Policy.

## 1. Change in Business Activities

You must notify Us in writing within thirty (30) days from the Effective Date of Cover of any additional Insured Persons for the Policy or any alteration in Your business activity which will increase the risk of a claim being made under the Policy.

## 2. Age limitation

Age limits apply to this Policy.

Insured Persons are only covered if they are aged between the Minimum Age Limit and Maximum Age Limit applicable at the time of an Event.

The Maximum Age Limit is shown in the Policy Schedule if it applies. If the Policy Schedule does not contain a reference to Maximum Age Limit, then no Maximum Age Limit applies.

The Minimum Age Limit is shown in the Policy Schedule if it applies. If the Policy Schedule does not contain a reference to Minimum Age Limit, then no Minimum Age Limit applies.

Specific age limits may also apply to each Benefit included in the Policy. If an age limit applies it will be specified in the details of the Benefit in the Policy Wording.

## 3. Hijack and Kidnap Extension of Cover

If in the Period of Insurance, an Insured Person is a victim of Hijack or Kidnap, the cover provided under the Policy will remain in force until the Insured Person has returned to their Country of Permanent Residence or Country of Domicile or Country of Secondment, or until twelve (12) months from the date of the Hijack or Kidnap, whichever occurs first.

## 4. Cancellation

You may cancel the Policy at any time by notifying Us in writing.

Cancellation by You will be effective when We receive Your request to cancel the Policy.

We may cancel the Policy or any section of the Policy for any of the reasons set out in section 60 of the *Insurance Contracts Act 1984* (Cth) (or any amended or successor legislation of that nature) by issuing a written notice thirty (30) days in advance, in accordance with section 59 of the *Insurance Contracts Act 1984* (Cth) (or any amended or successor legislation of that nature).

If the Policy is cancelled (subject to cooling off rights) :

1. We will keep the part of the Premium You paid for the period in which the insurance applied.

2. We will refund You the unexpired part of the Premium for the Policy, less:
  - a. any statutory charges and taxes; and
  - b. the proportion of the Premium covering the period for which the insurance applied (the amount you paid for the insured period).

We will not refund any Premium if a claim has been made under any Benefit of the Policy.

## **5. Notice of claim**

You or an Insured Person entitled to make a claim under the Policy must give us written notice of any Occurrence or circumstances giving rise to a claim or likely to give rise to a claim within thirty (30) days of the date of the Occurrence.

When You notify Us of a claim, We will provide You with claim forms and other documentation We require You or the Insured Person to complete.

We shall not be liable to make any payment under this Policy unless the claim form is properly completed and You have provided Us, at Your expense, with all information We reasonably require.

From time to time, We may request that the Insured Person's attending Medical Practitioner complete progressive claim forms.

## **6. Assessment of claim**

If a Benefit under this Policy calls for consideration of 'reasonable', 'necessary' or 'essential' expenses/services, the determination as to whether the claimed expense/service falls within the same, is a matter for Our sole discretionary assessment and determination acting reasonably having regard to the relevant circumstances.

## **7. Other insurance**

In the event of a claim under the Policy, You, the Insured Person or any person covered by this Policy must inform Us of any Other Insurance to which You or the Insured Person have access to make a claim, that may cover the same risk or loss.

## **8. Claim Off-set where other source of cover applies**

Where any Benefit under this Policy is intended to reimburse incurred expenses or financial losses, there is no cover under the Policy for any loss, damage, liability, Insured Event, Injury or Illness which is covered under any Other Insurance policy, health or medical scheme or any government legislation, or is payable by any other source.

However, We will pay the difference between what is payable under the Other Insurance policy, health or medical scheme or any government legislation or other source and what You or the Insured Persons would otherwise be entitled to recover under this Policy, where permissible by law.

## **9. Duplicate Cover**

Should a Benefit be payable under the Policy that is also payable under any Other Insurance policy insured with Us, You or an Insured Person can only claim under one (1) of the policies (the Policy with the highest Benefit).

## **10. Consent to electronic notification**

Acceptance of this Policy means that You consent to Us providing information, including but not limited to notices, in an email or in any other form of electronic communication to You.

## **11. Currency**

All amounts shown in the Policy are in Australian dollars (AUD). Any claim or Benefit paid under the Policy will be paid in AUD. International bank transaction fees are covered to a maximum of \$50 per claim.

If expenses are incurred in a currency other than AUD, then the rate of currency exchange used to calculate the amount payable will be the rate sourced from the OANDA website, in effect at the time of incurring the expense or suffering a loss. Website Exchange rate differences may result in variations between original value and final payment amount. This can be minimised by requesting all payments made in AUD into an Australian bank account.

## **12. Documentation**

You must provide all Insured Persons with:

1. information that any claim they make is subject to the terms, Conditions and Exclusions of the Policy;
2. information that is relevant to the Policy cover contained in the Policy Schedule, including but not limited to the definitions of Insured Persons, Period of Insurance, the Scope of Cover and the nature and effect of any endorsement to the Policy; and
3. a note to inform them if the Policy is lapsed or cancelled.

We rely on You to ensure that the Insured Persons receive the required Policy information.

## **13. Due Diligence**

You and all Insured Persons must act reasonably and exercise due diligence in doing all things to avoid or reduce any loss under the Policy.

## **14. Duty to Co-Operate**

You and any Insured Person or person covered by this Policy shall give Us information which We reasonably require and request and provide Us with assistance We reasonably require and request during the progress of claim assessment and even after We have paid a claim. This includes, but is not limited to:

- (a) giving Us written statements and/or documents that we request; and

- (b) You and any other person covered by this Policy to attend court to give evidence and attend conferences and interviews with legal representatives and other service providers we engage for assessment of a claim or for the purpose of legal proceedings in court.

If You or an Insured Person or any other person covered by the Policy are in receipt of weekly Benefit payments for Temporary Total Disablement or Temporary Partial Disablement, We may appoint a return to work coordinator or vocational rehabilitation provider. Such persons will work with You or the Insured Person's Employer and nominated Medical Practitioner to explore and facilitate return to work strategies within the functional parameters of the medical condition. You and the Insured Person must reasonably cooperate with such injury management.

If You or any other person covered by the Policy do not cooperate with Us, You and the Insured Person or any persons covered by the Policy will be in breach of this Policy and payments may either be suspended, or reduced to the extent that the failure to co-operate prejudices Our ability to make ongoing Benefit payments, in accordance with Our rights at law, including under the *Insurance Contracts Act 1984* (Cth).

## **15. Governing Law and Jurisdiction**

This policy is governed and construed in accordance with the laws of Australia. Any dispute under this Policy shall be resolved in accordance with the laws of Australia.

## **16. Limit of Liability**

The most We will pay for all Benefits in any one (1) Period of Insurance under the Policy is the Aggregate Limit of Liability shown in the Policy Schedule.

An Aggregate Limit of Liability may also apply to specific Benefits or Events. If a limit applies it will be specified on the Policy Schedule.

If an Aggregate Limit of Liability is reached, the amount can be reinstated on request and solely if We agree in writing and on payment of an additional premium plus any charges.

## **17. Payments**

Unless otherwise stated, all Benefits shall be paid to the Insured Person, or in the case of the Insured Person's death, to the Insured Person's legal personal representative or executor.

## **18. Physical Examination and Autopsy**

If We do not agree with the opinion given by the Medical Practitioner in relation to a claim under the Policy, We have the right (at Our own expense) to conduct any medical examination or examinations of the Insured Person or in the event of death, arrange for an autopsy to be conducted. We may also at any time during a claim ask for further information or appoint a person to conduct further enquiries into the nature and circumstances of a claim.

If the Medical Practitioner We authorise forms an opinion that is contrary to the opinion of the initial Medical Practitioner, We will obtain a further independent Medical Practitioner's opinion which will be the opinion used for the purposes of determining a claim acting reasonably and having regards to the relevant circumstances.

## **19. Written Approval**

If, following an Injury to an Insured Person resulting in their evacuation, they seek to return to the Country of Expatriation from their Country of Domicile, it must be on the written approval of Our Medical Practitioner in consultation with the Insured Person's attending Medical Practitioner.

## **20. Subrogation**

If We make any payments under the Policy to You or an Insured Person, We have a right of subrogation to recover from a third party to the extent You or an Insured Person may have a cause of action for loss or damage against any third party in respect of that loss or damage, including a claim for interest or costs.

Our right of subrogation includes Our entitlement to commence legal action or in Your name or the name of an Insured Person against a third party.

Both You and any Insured Person must provide reasonable cooperation to Us when we pursue a right in action against a third party.

If an Insured Person brings a claim for loss or damage in their own name against a third party in respect of the same facts, matters and circumstances which gave rise to the payments being made under the Policy, then the Insured Person must include in their claim any payments made by Us to the Insured Person which may be recoverable from the third party including a claim for interest. Should the Insured Person recover damages against the third party either by way of settlement or judgment then the Insured Person must repay to Us out of any such damages the recoverable payments which the Insured Person received from Us under the Policy.

You and an Insured Person must not prejudice Our subrogation rights. If You or an Insured Person at any time enters into a contract or agreement with another party that prevents or limits recovery of any payment of a claim under the Policy, We may be entitled to deny or reduce the cover for the claim in accordance with Our rights at law, including the *Insurance Contracts Act 1984* (Cth).

## **21. Headings**

Headings have been included for ease of reference only. The terms, condition and exclusions of the Policy are not to be construed or interpreted by reference to such headings.

## **22. Singular/Plural**

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

## **23. Taxation Implications**

Depending upon You or the 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.

Depending upon You this Policy may be subject to a Goods & Services Tax in relation to premium.

Depending on Your location of the risk being insured, this Policy may be subject to Stamp Duty in relation to premium and GST.

Any claim paid in respect of the Weekly 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 You or Insured Person. Where required, We will provide the Insured a summary of the amounts withheld at the end of each financial year.