



Group Personal Accident Insurance

Product Disclosure Statement

THE POST OFFICE AGENTS ASSOCIATION LIMITED

Preparation Date: 5 June 2018



Network Insurance Group

Network Insurance Group (**Intermediary**) has arranged this Policy for the Policyholder.

An Insured Person can contact Network Insurance Group in any of the following ways:

Postal Address: PO Box 6178 Melbourne VIC 3004

Phone: +61 3 8420 8700

Email: admin@networksteadfast.com.au

Web: www.networksteadfast.com.au



contents

Important Information.....	4
Coverage.....	9
Definitions.....	9
Benefits.....	12
Additional Cover.....	13
Conditions.....	14
Exclusions.....	15
Provisions.....	16

Important Information

Introduction

This Product Disclosure Statement (PDS) contains important information about this insurance to assist in the making of a decision in relation to it.

Any advice that may be contained within this PDS or accompanying materials is General Advice only. General Advice is advice that has been prepared without considering the Insured's individual objectives, financial situation or needs nor those for whom the Insured is effecting the Policy. Such matters should be considered in determining the appropriateness of this product.

This PDS was prepared on 5 June 2018. Other documents may form part of Our PDS and if they do, We will tell the Insured in the relevant document.

Please read this document carefully and keep it in a safe place.

This Policy is underwritten by certain underwriters at Lloyd's.

Blend Insurance Solutions

Blend Insurance Solutions Pty Ltd (ABN 47 617 346 353, AFSL No. 500768) ('Blend') acts under a binding authority given to Blend by Us, to administer and issue policies, alterations and renewals. In all aspects of arranging this Policy, Blend acts as an agent of the Underwriters and not as agent for the Insured or any Insured Person.

If the Insured has any queries in relation to this Policy, contact Blend in any of the following ways:

Postal Address: Level 4, 97-99 Bathurst Street, Sydney, NSW 2000

Phone: +61 2 9307 6629

Email: customerservice@blendinsurance.com.au

Web: www.blendinsurancesolutions.com.au

Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. Around 80 syndicates underwrite insurance at Lloyd's, covering all classes of business. Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world. In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia, and strives to comply with the agreement it has made under the General Insurance Code of Practice.

General Insurance Code of Practice

We proudly support the General Insurance Code of Practice. The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

For further information on the Code, please visit www.codeofpractice.com.au.

Group Insurance Policy

This Policy is a contract of insurance between the Policyholder and Us.

The Policy consists of:

- the Policy Schedule;
- this PDS; and
- any applicable Supplementary PDS ('SPDS') We issue that varies this PDS.

These documents should be read together. They form the contract of insurance between the Policyholder and Us.

Cover for an Insured Person

Any individual who meets the Eligibility Criteria can apply to be added as an Insured Person.

Each Insured Person is covered under this Policy, subject to the terms, conditions and exclusions of the Policy.

Cover for an Insured Person:

1. begins from the Issue Date set out on their Confirmation of Cover; and
2. ends at the earliest of the following events:
 - a. when the Insured Person ceases to meet the Eligibility Criteria; or
 - b. at the Expiry Date given on the Confirmation of Cover, or
 - c. when the Policy is cancelled by the Policyholder or by Us;
 - d. when cover is cancelled by the Insured Person;whichever occurs first.

How to apply for cover

If you are an individual that meets the Eligibility Criteria, you apply to become an Insured Person by contacting the Intermediary (see contact details on page 2).

The Policyholder must ensure that a copy of this PDS is made available to each Insured Person before the Insured Person elects to be covered by the Policy.

Cancellation

By the Policyholder

The Policyholder can cancel this Policy at any time by giving notice in writing to Us.

By an Insured Person

An Insured Person can cancel their cover at any time by giving notice to the Intermediary in writing.

By Us

We can cancel this Policy for any of the reasons permitted by law.

We can cancel the cover of an Insured Person for any of the reasons permitted by law. Notice of any cancellation will be given to the Insured Person by the Intermediary.

Effect of Cancellation

When the Policy or Confirmation of Cover is cancelled, We will refund the Premium to each Insured Person for their unexpired cover period less any non-refundable government charges, taxes and levies.

Any Insured Person who has made a claim under this Policy is not entitled to refund of premium.

Cooling-Off Period

There is a twenty-one (21) day cooling-off period that applies to each Insured Person's Confirmation of Cover.

An Insured Person can cancel their cover within twenty-one (21) days of the Issue Date of their Confirmation of Cover by giving notice to the Intermediary in writing.

We will refund all of the Premium less any non-refundable government charges, taxes and levies that We have paid.

The Insured Person cannot exercise this right, if they have made a claim under the Policy in the cooling-off period.

Duty of Disclosure

The Policyholder

You, the Policyholder, have a duty to tell Us anything that You know, or could reasonably be expected to know, which may affect Our decision to issue You a Policy and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us something

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

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

Insured Person's Obligations

If We ask the Insured Person questions that are relevant to Our decision to provide cover to the Insured Person, the Insured Person must answer Our questions honestly and truthfully and tell Us anything that they know and that a reasonable person in the circumstances would include in answering the questions.

If the Insured Person does not answer Our questions honestly and truthfully or provide Us with complete information We may be entitled to reduce the amount that We pay the Insured Person if they make a claim.

Paying Your Premium

How We calculate Your Premium

Premium is calculated taking into consideration a number of risk factors including but not limited to the occupations of the Insured Person, the age of the Insured Person, the Waiting Period chosen, the sums insured and the Policyholder and Insured Person's previous insurance history. Premium includes commission paid to Your Intermediary by Us.

Premiums are subject to government charges, taxes and levies where applicable. They can include GST, stamp duty, and any other charges.

Paying Your Premium

Each Insured Person must pay the Premium that applies to their cover. Payment must be made to the Intermediary.

We may be entitled to cancel the cover of an Insured Person if the Premium is not paid by the due date set out on the Confirmation of Cover.

Taxation Implications

For the purposes of the below provisions for Taxation Implications, the use of:

1. 'We', 'Us' and 'Our' means the Underwriters and Blend;
2. 'You' and 'Your' means the Policyholder and the Insured Person (insofar as it is applicable).

The following taxation information is only a guide. Your individual circumstances will be important to and may affect the tax treatment of any Premiums You pay or benefits You receive. You should consult Your tax adviser regarding Your individual circumstances.

Income Tax

Generally, if You are entitled to receive weekly benefits for lost Salary or wages under an income protection, sickness or accident insurance policy or workers compensation scheme, the Premium You pay may be tax deductible. Premiums may also be tax deductible if You have taken out Your Policy for a revenue purpose.

Generally, if You receive weekly benefits as noted above, these benefits may be assessable to You and subject to tax at Your marginal income tax rate. However, lump sum amounts that You receive are generally not taxable provided certain conditions are met.

Pay As You Go Withholding Taxes (PAYGW) may be withheld from any payments to You deemed to be taxable income in Your hands.

Goods and Services Tax

Generally, You will not be required to pay Goods and Services Tax ('GST') on any benefits You receive under Your Policy. However, You must advise Us if You are entitled to claim an input tax credit in relation to any GST payable on Your Premium and the extent of that entitlement. If You do not provide this information to Us, You may be liable to pay an amount of GST on benefits You receive.

If You are registered for GST, any payment We make may be reduced by the amount of any input tax credit You or another person are entitled to for those expenses.



Updating this PDS

From time to time and where permitted by law, We may change parts of the PDS. We will issue the Insured with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases.

The Insured must ensure that any changes to the Policy are made available to each Insured Person.

Renewal Procedure

Before this Policy expires, We will advise the Policyholder whether We intend to offer renewal and if so on what terms. It is important to check the terms of any renewal before renewing to ensure that the details are correct.

How to make a Claim

The Insured Person must notify Fullerton Health Corporate Services (Fullerton) in writing within thirty (30) days of an event that is likely to give rise to a claim.

Once notified of a claim, Fullerton will provide the Insured Person with claim forms.

The Insured Person must fully complete and return the claim forms to Fullerton together with such other information and documentation required to consider the claim. This information can include health certificates, medical practitioners' reports, employer reports and related evidence of the claim.

Please send the notice to:

Fullerton Health Corporate Services
Level 10, 33 York Street, Sydney, NSW 2000
Phone: +61 2 8256 1770
Email: claims@fullertonhealthcs.com.au

Privacy Statement

In this Privacy Statement the use of:

- a. 'We', 'Us' and 'Our' means Us and Blend;
- b. 'You' and 'Your' means the Policyholder and the Insured Person;

unless specified otherwise.

We are committed to protecting Your privacy. We are bound by the obligations of the *Privacy Act 1988* (Cth). This sets out basic standards relating to the collection, use, storage and disclosure of personal information.

The primary purpose for Our collection, use, storage and disclosure of Your personal information is to enable Us to provide insurance services to You.

We need to collect, use and disclose Your personal information (which may include sensitive information) in order to consider Your application for insurance and to provide the cover You have chosen, administer the insurance and assess any claim. You can choose not to provide Us with some of the details or all of Your personal information, but this may affect Our ability to provide the cover, administer the insurance or assess a claim.

We may disclose the personal information We collect to third parties who assist Us in providing the above services, such as related entities, distributors, agents, insurers, reinsurers and service providers. Some of these third parties may be located outside of Australia. In all instances where personal information may be disclosed to third parties who may be located overseas, We will take reasonable measures to ensure that the overseas recipient holds and uses Your personal information in accordance with the consent provided by You and in accordance with Our obligations under the *Privacy Act 1988* (Cth).

Personal Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from Your insurance intermediary or co-insureds). If You provide personal information for another person You represent to Us that:

- You have the authority from them to do so and it is as if they provided it to Us;
- You have made them aware that You will or may provide their personal information to Us, the types of third parties We may provide it to, the relevant purposes We and the third parties We disclose it to will use it for, and how they can access it. If it is sensitive information We rely on You to have obtained their consent on these matters. If You have not done or will not do either of these things, You must tell Us before you provide the relevant information.

You are entitled to access Your personal information and request correction if required.

In dealing with Us, You consent to Us using and disclosing Your personal information as set out in this statement. This consent remains valid unless You alter or revoke it by giving written notice to Blend's Privacy Officer. However, should You choose to withdraw Your consent, We may not be able to provide insurance services to You.

Blend's Privacy Policy sets out how:

- Blend protects Your personal information;
- You may access Your personal information;
- You may correct Your personal information held by Us;
- You may complain about a breach of the *Privacy Act 1988* (Cth) or Australian Privacy Principles and how Blend will deal with such a complaint.

If You would like additional information about privacy or would like to obtain a copy of the Privacy Policy, please contact Blend's Privacy Officer by:

Postal Address: PO Box A2016,
Sydney South, NSW 1235

Phone: +61 2 9307 6656

Email: privacy@blendinsurance.com.au

You can download a copy of Blend's Privacy Policy by visiting www.blendinsurancesolutions.com.au.



Dispute Resolution Process

Any complaint relating to this insurance should be referred to Blend in the first instance. Please contact Blend by:

Postal Address: PO Box A2016,
Sydney South NSW 1235

Phone: +61 2 9307 6653

Fax: +61 2 9307 6699

Email: feedback@blendinsurance.com.au

If Blend require additional information, Blend will contact the Policyholder or Insured Person to discuss. If the complaint is not immediately resolved Blend will respond with fifteen (15) business days of receipt of the complaint or agree a reasonable appropriate timeframe to respond.

If this does not resolve the matter or the Policyholder or Insured Person is not satisfied with the way a complaint has been dealt with, contact Lloyd's Australia Limited:

Postal Address: Level 9, 1 O'Connell Street,
Sydney, NSW 2000

Phone: +61 2 8298 0783

Fax: +61 2 8298 0788

Email: ldraustralia@lloyds.com

who will respond to the complaint within fifteen (15) business days, unless an alternative timetable has been agreed with the Policyholder or Insured Person.

When you lodge the dispute, Lloyd's will usually require the following information:

- Name, address and telephone number of the Policyholder or Insured Person
- The type of insurance policy involved
- Details of the policy concerned (policy and/or claim reference numbers, etc.)
- Name and address of the insurance intermediary through whom the policy was obtained
- Details of the reasons for lodging the complaint
- Copies of any supporting documentation you believe may assist us in addressing your dispute appropriately.

If We are unable to resolve the complaint within forty-five (45) business days of the date We first received the complaint or if the Policyholder or Insured Person remains unsatisfied, the Policyholder or Insured Person can seek a review by Financial Ombudsman Service Australia ('FOS Australia') depending on eligibility related to the Policy.

FOS Australia is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy the Policyholder or Insured Person's concerns.

The Policyholder or Insured Person can contact FOS Australia by:

Postal Address: Financial Ombudsman Service Australia,
GPO Box 3,
Melbourne, VIC 3001

Phone: 1800 367 287 (or 1800 FOS AUS)

Email: info@fos.org.au

Website: www.fos.org.au



Summary of Insurance

This is a general summary only and does not form part of the Policy and cannot be relied on as a full description of the cover provided.

Please refer to the relevant sections of the Policy and the Confirmation of Cover for full benefit details and applicable terms, limitations, conditions and exclusions.

What the Policy covers

Accidental Permanent Total Disablement	Lump sum Accidental Permanent Total Disablement benefit – 100% of the amount shown under Accidental Death Capitals Sums shown in the Confirmation of Cover.
Accidental death	Lump sum Accidental Death benefit – 100% of the amount shown under Accidental Death Capitals Sums shown in the Confirmation of Cover
Temporary Total and Temporary Partial Disablement benefits	Weekly disablement benefits as a result of Injury for Temporary Total Disablement as shown in the Confirmation of Cover. Temporary Partial Disablement benefit is 40% of the Temporary Total Disablement benefit.
Lump Sum benefits for Injury or Sickness resulting in surgery	Lump sum benefits for surgery as a result of Injury occurring outside of Australia as shown in the Benefits section of this document.
Weekly benefits for up to 104 weeks	Weekly benefits are payable for a maximum period of one hundred and four (104) weeks.
Exposure to the elements and disappearance	Includes lump sum benefits for death and/or disablement as a result of exposure to the elements as a result of an Injury or disappearance.
Additional Benefits	Funeral Expenses, Workplace Modification as defined in the Additional Benefits section of this document.

What the Policy doesn't cover

No benefits are payable under the Policy where Injury results from:

Sickness	Claims caused by Sickness
War, Civil War or Terrorism	Occurs as a result of War, Civil War or warlike operations, revolution or Terrorism.
Professional sports	Results from the Insured Person engaging in any sport or competition where the Insured Person receives remuneration, fee or financial reward for participating and where annually such remuneration, fees or financial rewards for participating makes up more than fifteen percent (15%) of their annual income from all sources.
Air travel	Results from engaging in air travel or aerial activities except where the Insured Person is travelling as a passenger in a properly licensed aircraft.
Intentional or self-inflicted	Is deliberately self-inflicted or intentionally caused by the Insured Person.
Criminal acts	Results from a criminal act committed by the Insured Person or any other beneficiary of the benefits under this insurance.
Age limits	Cover is excluded for persons under the age of eighteen (18) or over the age of ninety (90). Restrictions exist for Insured Persons over the age of sixty-six (66).
Pre-Existing Medical Conditions	Results from Pre-Existing Medical Conditions as defined.
Sexually transmitted diseases, AIDS/HIV	Is a sexually transmitted disease, A.I.D.S or H.I.V infection.
Stress, depression or anxiety	Results from suffering any stress or psychiatric conditions, including but not limited to neurosis, psychosis, mental or emotional stress, physical fatigue, depression, anxiety, mental disease or associated disorders.
Nuclear exposure or radioactivity	Occurs as a result of an Insured Person being exposed to the Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction.
Health Insurance Act	Results in Us contravening the <i>Health Insurance Act 1973</i> (Cth), the <i>Private Health Insurance Act 2007</i> (Cth) or the <i>National Health Act 1953</i> (Cth).

Limit on benefits

Lump Sum Benefits	No benefit shall be payable for more than one (1) condition in respect of the same injury; in which case the highest benefit will be payable.
Waiting Period	No weekly benefits are payable for disablement during the Waiting Period stated in the Confirmation of Cover.
Beyond the maximum benefit period	As specified on the Confirmation of Cover in respect to any one (1) Injury.
Able to return to work in a reduced capacity	Weekly benefits will be reduced to thirty percent (30%) of the Temporary Total Disablement benefit if the Insured Person is able to return to work with the Insured but elects not to do so.
Fit to return to work	Weekly benefits will cease once the Insured Person is deemed fit to return to work by a Doctor.
Death	Weekly and other benefits will cease when the Insured Person dies.
Failure to follow medical advice	If the Insured Person fails to follow the advice of or undertake the recommended treatment by a Doctor for the current disability.

Coverage

Subject to the terms, conditions and exclusions contained in this Policy, We will cover the Insured Persons against events described in this Policy, provided that:

1. the Insured Person has paid or agreed to pay the Premium required for cover; and
2. the type of cover is specified in the Confirmation of Cover as applying to that Insured Person.

Definitions

For the purpose of the Policy, the following definitions apply when used in all sections of this Policy. Any word or expression to which a specific meaning has been given in any part of this Policy shall bear this meaning wherever it may appear capitalised.

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

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

Civil War means a state of armed opposition, whether declared or not, between two (2) or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups, including armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.

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

Confirmation of Cover means the document issued to each Insured Person which contains details of the cover provided under this Policy.

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

Eligibility Criteria means a member of the Post Office Agents Association Limited who is over the age of eighteen (18) and under the age of ninety (90) during the entire Period of Insurance.

Event(s) means the event(s) described in the relevant Table of Events set out in the Table of Events section of the Policy.

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

Foot means the entire foot below the ankle.

Hairline Fracture means mere cracks in the bone.

Hand means the entire hand below the wrist.

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

- a. results in an Event within twelve (12) months of the Accident; and
- b. with respect to Events 20 and/or 21, the Event occurs during the Period of Insurance or any Renewal Period; and
- c. results solely and independently of any causes other than:
 - i. the Accident; and/or
 - ii. Sickness directly resulting from medical or surgical treatment rendered necessary by the Accident; and

- iii. may include an Injury caused by an Insured Person being directly and unavoidably exposed to the elements as a result of an Accident.

Insured Person means a person who has met the Eligibility Criteria, has had an application for cover accepted and has been issued a Confirmation of Cover.

An Insured Person is a third party beneficiary under Section 48 of the *Insurance Contracts Act 1984* (Cth) and is not a party to this contract of insurance.

Issue Date means the date from which We agree to provide insurance under the Policy as shown on the Insured Person's Confirmation of Cover.

Loss means in connection with:

- a. a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- b. an eye, total and Permanent loss of all sight in the eye;
- c. hearing, total and Permanent loss of hearing; and
- d. speech, total and Permanent loss of the ability to speak;

which in each case is caused by an Injury.

Limb(s) means the entire limb between the shoulder and wrist or between the hip and ankle.

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

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

Period of Insurance means:

- a. In respect of the Policyholder, the period stated in the Policy Schedule or such shorter time if the Policy is cancelled; and
- b. In respect of an Insured Person, the period from the Issue Date on the Confirmation of Cover to the Expiry Date stated in the Confirmation of Cover or such shorter time if the cover is cancelled.

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

Permanent Total Disablement means total disablement which is Permanent and is as a result of an Accident and which entirely prevents the Insured Person forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by way of training, education or experience.

Policy means, together:

- the Policy Schedule;
- this PDS; and
- any applicable Supplementary PDS ('SPDS') We issue that varies this PDS.

Policyholder means The Post Office Agents Association Limited.

Policy Schedule means the Policy Schedule issued to the Policyholder showing details of cover attaching to and forming part of the Policy or any subsequently substituted Policy Schedule.

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

- a. the Insured Person is aware of or a reasonable person in the circumstance would be expected to have been aware of three (3) months prior to becoming an Insured Person under the Policy; or
- b. the Insured Person has sought or received medical attention, undergone tests or taken prescribed medication in the three (3) years immediately prior to becoming an Insured Person under the Policy.

Premium means the Premium as shown in the Policy Schedule or such other document We may issue that is payable by the Insured Person in respect of this Policy.

Professional Sport means any sport or competition for which an Insured Person receives any remuneration, fee or financial reward as a result of their participation and where such remuneration, fees or financial rewards for participating makes up more than fifteen percent (15%) of their annual income from all sources.

Renewal Period means the group personal accident insurance Policy underwritten by Us which takes effect immediately at the end of the Period of Insurance.

Salary means

- a. in the case of a salaried employee (not otherwise covered below), their weekly pre-tax income, including commissions, bonuses, overtime payments and any other allowances, before personal deductions, average during the period of twelve (12) months, immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the Employee's total remuneration package they will be included as part of the Employee's weekly pre-tax income; or
- b. in the case of a salary packed employee or T.E.C (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including but not limited to wages, motor vehicle and/or travel allowances, club subscription fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions (including bonuses, commissions, overtime payments), averaged over the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement of Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the Employee's total remuneration package they will be included as part of the Employee's weekly pre-tax income; or
- c. in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with

the derivation of that income averaged over the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement of Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been self-employed.

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

Sickness means any illness, disease or syndrome suffered by the Insured Person.

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

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

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

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

Underwriter(s) means certain underwriters at Lloyd's.

Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction means:

- a. the use of any explosive nuclear weapon or device; or
- b. the emission, discharge, dispersal, release or escape of:
 - i. fissile material emitting a level of radioactivity; or
 - ii. any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins); or
 - iii. any solid, liquid or gaseous chemical compound when subsequently distributed;

which is capable of causing incapacitating disablement or death amongst people or animals.

Waiting Period means the period specified in the Confirmation of Cover during which no Benefits are payable by Us in relation to Events 20 and 21 (Weekly Benefits).

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

We/Our/Us means the Underwriters.

You/Your means the Policyholder.



Benefits

Personal Accident

If during the Period of Insurance, an Insured Person suffers an Accident which directly results in an Injury which results in an insured Event occurring within twelve (12) months of the Accident and within any Renewal Period, We will pay the corresponding amounts shown in the Table of Events under Parts A and/or B and/or C.

Table of Events

The Event(s) as listed in the Table of Events must occur within twelve (12) months of the date of the Accident.

The benefit amount stated in the Table of Events is a percentage of the amount shown in the Confirmation of Cover under Parts A and/or C.

Part A – Accident Lump Sum Benefits

Cover for an Event under this Part applies only if an amount for that Event is shown in the Certificate of Insurance against Part A – Accident Lump Sum Benefits.

the events	benefit amount
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Permanent and incurable paralysis of all Limbs	100%
5. Loss of sight of one eye	100%
6. Loss of sight of both eyes	100%
7. Loss of use of one or more Limbs	100%
8. Permanent and incurable insanity	100%
9. Loss of use of lens of:	
a. both eyes	100%
b. one (1) eye	60%
10. Loss of hearing of:	
a. both ears	100%
b. one (1) ear	20%
11. Burns:	
a. third degree burns and/or resultant disfigurement which covers more than forty percent (40%) of the entire external body	50%
12. Permanent total loss of use of four Fingers (4) of either Hand	40%
13. Permanent Loss of use of four (4) Fingers and Thumb of either Hand	75%

14. Permanent total loss of use of the Thumb of either Hand;	
a. both joints	30%
b. one (1) joint	15%
15. Permanent total loss of use of Fingers of either Hand;	
a. three (3) joints	15%
b. two (2) joints	10%
c. one (1) joint	5%
16. Permanent total loss of use of Toes of either Foot;	
a. all – one Foot	15%
b. great – both joints	5%
c. great – one joint	3%
d. other than great Toe – each Toe	1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least five (5) centimeters	7.5%
19. Permanent partial disablement not otherwise provided for under Events 2 – 18.	
<p>The benefit payable is such percentage of the lump sum insured which corresponds to the percentage reduction in whole bodily function as certified by no fewer than three (3) Doctors, one of whom will be the Insured Person's treating Doctor and the remaining two (2) shall be appointed by Us. In the event of a disagreement, the amount payable will be the average of the three (3) opinions.</p> <p>The maximum amount We will pay is 75% of the lump sum benefit insured.</p> <p>Notwithstanding above, the amount payable under Event 2, 3 or 18 will be reduced by any benefit amounts payable under Events 20 or 21 for any period greater than fifty-two (52) weeks.</p>	

Part B – Accident Weekly Benefits

Cover for an Event under this Part applies only if shown in the Confirmation of Cover against Part B – Weekly Benefits - Injury.

the events

20. Temporary Total Disablement
From the date Temporary Total Disablement as a result of Injury commences and whilst the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the amount in the Confirmation of Cover against Part B – Weekly Benefits – Injury, but not exceeding the percentage of Salary shown in the Confirmation of Cover.
21. Temporary Partial Disablement
From the date Temporary Partial Disablement as a result of Injury commences and whilst the Temporary Partial Disablement persists and after the Waiting Period, We will pay up to forty percent (40%) of the benefit for Event 20, less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the percentage of Salary shown in the Confirmation of Cover.
Should the Insured Person be able to return to work in a reduced capacity but elect not to do so, then the benefit payable will be thirty percent (30%) of the Temporary Total Disablement benefit.

Part C – Injury Resulting in Surgery

Cover for an Event under this Part applies only if:

- an amount for that Event is shown in the Confirmation of Cover against Part C – Injury Resulting in Surgery; and
- the surgery is undertaken outside of Australia.
- payment of such benefit is not prohibited by the law of the country in which the surgery is undertaken.

the events	benefit amount
22. Craniotomy	100%
23. Amputation of Limb	50%
24. Fracture of Limb requiring open reduction	50%
25. Dislocation of a joint requiring open reduction	25%
26. Any other surgical procedure carried out under general anaesthetic	5%

Additional Cover

Advanced Payment

If an Insured Person sustains an Injury for which benefits are payable for Events 20 and 21, We will immediately pay thirteen (13) weeks benefit, provided that We are presented with medical evidence from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.

Disappearance

If the body of an Insured Person is not found within twelve (12) months of disappearing in any manner whatsoever, Accidental Death will be presumed in the absence of any evidence to the contrary. The Accidental Death benefit amount set out under Event 1 shall become payable, subject to a signed undertaking by the beneficiary that if the Insured Person is subsequently found alive or that death was not as a result of an Accident, such Accidental Death benefit amount will be refunded to Us.

Escalation of Claim Benefit

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

Funeral Expenses

If during the Period of Insurance an Insured Person suffers Accidental Death, We will reimburse the Insured Person's estate the reasonable expenses incurred up to the amount shown in the Confirmation of Cover against Funeral Expenses, for the Insured Person's funeral, burial or cremation or the cost of returning the Insured Person's body or ashes to a place nominated by the Insured Person's Spouse/Partner or the legal representatives of the Insured Person's estate.

Modification Benefit

If during the Period of Insurance an Insured Person sustains an Injury for which a benefit is paid for Events 2 or 3, We will pay for costs necessarily incurred to modify the Insured Person's home and/or motor vehicle, or costs associated with relocating the Insured Person to a more suitable home, up to the amount shown in the Confirmation of Cover, provided that medical evidence is presented from a Doctor certifying the modification and/or relocation is necessary.

Conditions

The following general conditions apply to all Sections of this Policy unless expressly stated otherwise in the Policy.

- 1.** If an Insured Person suffers an Injury resulting in any one (1) of Events 2 to 9.a., no further benefits will be payable under Part A – Accident Lump Sum Benefits for any subsequent Injury to that Insured Person;
- 2.** Benefits shall not be payable for more than one (1) of Events 1 to 19 in respect of the same Injury in which case the highest benefit amount will be paid.
- 3.** The amount payable under Events 2, 3 or 19 will be reduced by any benefit amounts payable under Events 20 or 21 for any period greater than fifty-two (52) weeks.
- 4.** Weekly Benefits shall not be payable.
 - a.** in excess of the maximum benefit period, as specified in the Confirmation of Cover, in respect to any one (1) Injury;
 - b.** in excess of the maximum percentage of Salary per week or the maximum applicable benefit per week as specified in the Confirmation of Cover;
 - c.** for the Waiting Period;
 - d.** beyond the date of the Insured Person's death;
 - e.** once the Insured Person is deemed fit to return to work by a Doctor;
 - f.** for more than one (1) of Events 20 and/or 21 that occur during the same period of time;
 - g.** if the Insured Person fails to provide Us with all requested information and other evidence reasonably required to assess their claim; or
 - h.** during any period where the Insured Person fails to follow the advice of or undertake the recommended treatment by a Doctor for the current disability. Advice or treatment includes seeking specialist advice or undergoing rehabilitation such as but not limited to obesity, drug addiction or alcoholism treatment plans where the condition is related to or exacerbating the current disability.
- 5.** Benefits shall not be payable for more than one (1) of the surgical benefits described in Events 22 to 26 in respect of any one (1) injury.
- 6.** We may require at any time during a period of disablement that the Insured Person be examined by an independent medical officer of Our choosing. The costs associated with the examination will be met by Us, however if the Insured Person fails to attend the examination for any reason then they will be required to pay any costs incurred. Failure to attend the independent medical examination may result in suspension or cessation of benefits.
- 7.** If an Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or related cause or causes within six (6) months, the subsequent period of disablement will be deemed a continuation of the prior disablement. A new Waiting Period will not apply and the total benefit period shall not exceed the maximum benefit period, as specified in the Confirmation of Cover, inclusive of the benefit already received.

If the Insured Person has worked on a full-time unrestricted basis for at least six (6) consecutive months the subsequent period of disablement shall be deemed to have resulted from a new Injury. A new Waiting Period and a new maximum benefit period as specified in the Confirmation of Cover shall apply.

Where an Injury requires surgical treatment which cannot be performed within the twelve (12) months from the date of the Accident, provided the Policyholder can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of Accident and a Doctor certifies this, We will treat this as a continuation of the first Injury regardless of whether the Insured Person has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty-four (24) months from the original date of the Accident.
- 8.** If an Insured Person returns to work for more than five (5) days during the Waiting Period and suffers a reoccurrence of the Injury which led to the initial Temporary Total Disablement, then the Waiting Period shall recommence from the day that the Insured Person suffers Temporary Total Disablement after returning to work.
- 9.** At the discretion of the Insured Person's employer (if applicable), the Insured Person may be required to exhaust some or all of their sick leave entitlement or sick leave accrual prior to the Insured Person making a claim under this policy.
- 10.** Annual leave or other employer sponsored benefits are not required to be exhausted prior to the Insured Person making a claim under this Policy.
- 11.** The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any periodic compensation benefits payable under any workers' compensation or accident compensation scheme and the amount of any sick pay received, or any disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under the Policy shall not exceed the percentage of Salary of the Insured Person shown in the Confirmation of Cover and/or the Salary of the Insured Person.
- 12.** If an Insured Person becomes unemployed whilst receiving benefit payments under Events 20 and/or 21 and is subsequently certified by a Doctor as being fit for light or partial duties, then the Insured Person must actively Seek Employment which is consistent with the Doctor's certified level of capacity. Should the Insured Person not actively Seek Employment, benefits shall be reduced to thirty percent (30%) of the Temporary Total Disablement benefit;
- 13.** Subject to Advanced Payment referred to under the Benefits section, weekly benefits shall be payable fortnightly in arrears. Compensation for a period of less than one week will be paid at the rate of one-seventh (1/7th) of the weekly benefit for each day during which the

disability continues.

14. All benefits shall be payable to the Insured Person or such person(s) and in such proportions as the Insured Person shall nominate, unless otherwise stated in the Policy.
15. Where an Insured Person is exposed to the elements as a result of an Accident and suffers from any of the Events stated in the Table of Events as a direct result of that exposure within twelve (12) months of the Accident, the Insured Person will be deemed for the purposes of this Policy to have suffered an Injury on the date of the Accident.
16. Should a benefit be payable under this Policy that is also payable under any other Policy issued by Us, the benefit will only be payable under one (1) Policy, which shall be the Policy with the highest benefit amount.

Exclusions

We will not pay any benefits where death, Injury or liability is caused by, arises from, or is in any way connected with:

1. an Insured Person engaging in or taking part in:
 - a. flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
 - b. training for or participating in Professional Sport of any kind.
2. any intentional self-injury, suicide, reckless misconduct or any illegal or criminal act committed by the Insured Person;
3. Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth) or any amendment to, or consolidation or re-enactment of, those Acts;
4. any loss which occurs when the Insured Person is ninety (90) years of age or over. This will not prejudice any entitlement to claim benefits for an Event which has arisen before an Insured Person has attained the age of ninety (90) years;
5. any claim for Events 20 and/or 21 which are in any way attributed to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising therefrom;
6. any claim which results from a complication of or an infection with Human Immunodeficiency Virus ('HIV') or any variance including Acquired Immune Deficiency Syndrome ('AIDS') and AIDS Related Complex ('ARC');
7. War, Civil War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military, usurped power or Terrorism;
8. any action taken in controlling, preventing, suppressing or in any way related to exclusion 7 above;
9. the use, existence or escape of nuclear weapons, materials or ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
10. an Insured Person suffering from any stress or psychiatric condition, including but not limited to neurosis, psychosis, mental or emotional, stress, physical fatigue, depression, anxiety, mental disease or associated disorders except to the extent that it is covered under Part A – Lump Sum (Insured Event 8);
11. Pre-Existing Medical Conditions as herein defined;
12. which is covered by:
 - a. Medicare;
 - b. any workers' compensation legislation;
 - c. any transport accident legislation;
 - d. any common law entitlement;
 - e. any government sponsored fund, plan or medical benefit scheme; or
 - f. any other insurance policy required to be effected by or under law;
13. an Insured Person being exposed to the Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction;
14. Sickness.

Provisions

Aggregate Limit of Liability

Our total liability for all claims arising from any one (1) event shall not exceed the amount shown in the Policy Schedule against Aggregate Limit of Liability.

In the event that claims made under this insurance exceed the Aggregate Limit of Liability from any one event, then the amount by which claims exceed this limit will be proportionally reduced.

Alteration of Risk

The Insured Person must advise Us as soon as is reasonably practical of any alteration of their business activities which increase the risk of damage, Injury, liability, loss or Sickness. This notification should be made to the Intermediary who must advise us immediately.

Assistance and Co-operation

The Insured shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of bodily Injury or damage with respect to which insurance is afforded under the Policy. In that regard, the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Currency

All amounts shown on the Policy are in Australian Dollars (AUD). If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Australian dollars (AUD) will be the rate at the time of incurring the expense or suffering a loss.

Due Diligence

The Insured Persons must take all reasonable care to prevent or minimise loss, damage, Injury, Sickness or liability under this Policy.

Fraudulent Claims

If the Insured Persons covered under this Policy make a claim or arrange for another party to make a claim that is in any way false, dishonest or fraudulent, then We may refuse to pay any such claim.

Other Insurance

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

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Subrogation

When We pay any amount under this Policy, the Policyholder and the Insured Person or their legal representative agree that We shall be subrogated to all of the Policyholder's rights and the rights of each Insured Person or their legal representative to recover against any person or entity and the Policyholder and the Insured Person or their legal representative agree to execute and deliver any certificates, information and other documentation as We may reasonably require and do whatever else is necessary to enable us to secure such rights. Neither the Policyholder nor an Insured Person nor their legal representative shall take action or willful inaction after We have paid any amount, which will prejudice Our rights to subrogation.

Service of Suit

The Underwriters agree that:

1. In the event of a dispute arising under the Policy, this Policy will be subject to Australian law and practice and the Underwriters and the Policyholder will submit to the jurisdiction of any competent court in the Commonwealth of Australia.
2. Any summons, notice or process to be served upon the Underwriters may be served upon:

Lloyd's Australia Ltd
Level 9
1 O'Connell Street
Sydney NSW 2000 Australia

who has authority to accept service and to enter an appearance on Our behalf.

3. If a suit is instituted against one of the Underwriters, all Underwriters will abide by the final decision of such court or any appellate court.

Takeover Provision

Cover is extended to include claims for Events 20 & 21 only where the Injury occurred during the previous Period of Insurance but the Event occurs during the Period of Insurance underwritten by Us, and the Insured Person has held continuous cover with Us and is an Insured Person with Us at the time of the Event.

This provision only applies to Insured Persons under the previous Period of Insurance who have renewed with Us.