



## **GROUP PERSONAL ACCIDENT AND ILLNESS PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING**

**Version [ 3 ]**

**Date Prepared: 1<sup>st</sup> May 2013**

**Issued by**

MARSH & MCLENNAN AGENCY PTY LTD  
ABN 33 000 668 584 AFSL 238984  
70 Franklin Street, Adelaide, South Australia 5000  
GPO Box 2637, Adelaide, South Australia 5001  
Ph: 08 8385 3600  
as agents acting on behalf of certain underwriters  
at Lloyds under the Agreement Number shown in the Schedule



## **IMPORTANT INFORMATION ABOUT THIS INSURANCE**

### **About the insurers**

The insurers of this product are certain Underwriters at Lloyd's under the Agreement Number shown in the Schedule.

### **Several Liability Clause**

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

### **About Marsh & McLennan Agency Pty Ltd**

Marsh & McLennan Agency Pty Ltd (MMA) has been provided with a binding authority by the insurers authorising it to enter into, vary and cancel this insurance as well as settle any claims on behalf of the insurers as if it were the insurers. MMA acts on behalf of the insurers in issuing this insurance not the Insured or Insured Persons.

### **About this Insurance**

This insurance is entered into with the Insured and provides cover in relation to Insured Persons. The Insured is not an insurer or the agent of the insurers, but is the contracting Insured under the Policy with the insurers.

It does not hold an Australian Financial Services Licence and is not authorised to provide any recommendations or opinions about this insurance or to otherwise provide any financial product advice. Insured Persons should consider obtaining financial product advice about this insurance from a person who is able to give such advice under an Australian Financial Services Licence.

Before making a decision about this insurance (e.g. whether to obtain alternative cover), Insured Persons should read the terms of this product and they can contact their broker if they have any queries.

The right to access and to make a claim under the Policy is provided to Insured Persons by reason of the statutory operation of section 48 of the Insurance Contracts Act 1984 (Cth)

Insured persons cannot cancel or vary the Policy. Neither the Insured nor the insurers hold anything on their behalf or on trust for them under the Policy.

An Insured Person's is only covered under this policy from the time they are declared as an Insured Person by the Insured by means of a declaration, and ends when the Insured Person is either no longer employed and declared by the Insured, dies, or reaches the age limits referred to in the Schedule of Insurance, (whichever is the earliest).

### **Group or Scheme Policies**

If you are covered under this policy as a member or a group or as part of a scheme where there are a number of other Insured Persons, the limits of liability may have the effect of reducing the settlement amount each individual Insured Person may receive should there be multiple claims payable under the policy which would otherwise result in the aggregate limits of liability being exceeded. These Group or Scheme Policies may contain non-standard benefits or options for insured Persons. The policy cover which applies to the group or scheme to which you belong may include or exclude Items in the Compensation Table, sections or parts of cover available under these policies. Your insurance adviser can provide you with further details to explain or advise on the cover which applies to your group or scheme.



## **About this Product Disclosure Statement and Policy Wording**

This document (which is Our Group Personal Accident and Illness Product Disclosure Statement and Policy Wording ('PDS')) contains important information about this insurance and how it works.

The information in this PDS has been prepared without taking into account the Insured's or any Insured Person's personal objectives, financial situation or needs. Accordingly, please consider this PDS carefully before making any decision about this insurance.

Insured Persons need to determine whether the cover provided to them by this insurance meets their needs.

Other documents may form part of Our PDS. Any such documents will include a statement identifying them as part of this PDS and will be provided at the same time as this PDS.

### **Access to cover**

Insured Persons who would like another copy of this document or any updates to its terms can obtain these at no charge by contacting the Insured or MMA.

### **Eligibility and Applying for Cover**

The Insured must notify Us by monthly declaration, unless otherwise agreed, of all employees who are to be Insured Persons under the Policy. Cover will remain subject to payment of the specified premium within the required timeframes.

### **Information about the Policy**

The Policy is made up of the following:

- This Group Personal Accident and Illness Product Disclosure Statement and Policy Wording document
- Schedule which includes the Lump Sum and/or Weekly Benefits
- Any other document which is agreed to form part of the Policy such as Endorsements

These documents are the Insured's legal contract with Us. They must be read carefully and kept together in a safe place.

To determine if this insurance is appropriate for them, it is important that the Insured and Insured Persons read:

- this Important Information About this Insurance section which contains information on important matters in relation to this insurance including the Insured's Duty of Disclosure and its Cooling Off rights;
- the Cover Section of this PDS which contains the:
  - Definitions Section– it sets out what We mean by certain defined terms in this insurance; and
  - the cover We can provide under this insurance;
- the General Exclusions Section of this PDS – it sets out what We do not cover under any Section;
- the General Conditions Section of this PDS – it sets out the details of the Insured's, the Insured Persons' and Our rights and obligations under this insurance, including what the Insured and the Insured Persons need to do if they need to make a claim; and
- the other documents that form the Policy which contains details relevant to the Insured and Insured Persons and may amend the standard terms of this document.

All of the above form the Policy terms.



## Taxation Implications

A claim paid in respect of weekly disability benefits is subject to personal income tax. It is the responsibility of the Insured Person to declare any benefits received when completing their tax return as we have not made any deductions on behalf of the Australian Taxation Office. Please consult your tax consultant with any queries in this regard.

## Our Agreement with You

The Policy is a legal contract between the Insured and Us. The Insured pays Us the premium and We insure the Insured and the Insured Persons against loss as set out in the Policy.

We may allow the Insured to pay the Premium by instalments. If the Insured pays the Premium by 7 or more instalments each year and fails to pay an instalment by the date the payment was due, then if:

- an instalment remains unpaid for at least 14 days, We may refuse to pay a claim arising after payment was due; and
- an instalment remains unpaid for at least 1 month, We may cancel the Policy.

## Summary of cover

By way of summary, this insurance provides the following cover:

- **Injury Cover and Illness Cover** – if an Insured Person suffers a defined Injury or Illness (which must first occur and/or manifest itself during the Period of Insurance and within the Scope of Cover) and this solely results in one of the covered Items set out in the Compensation Table occurring within 12 consecutive calendar months We will pay the Insured Person (or such other persons We specify in the Policy) the applicable lump sum or weekly compensation listed for the relevant condition; and
- The following Additional Benefits may also be payable if an Insured Person suffers a Injury or Illness for which a benefit is payable under the Policy:
  - Disappearance;
  - Exposure;
  - Hijack
  - Modification Benefit;
  - Rehabilitation expenses;
  - Escalation benefit;
  - Accidental H.I.V. benefit
  - Spouse and Dependant child benefit
  - Emergency Ambulance Transport (limited to participation in and travelling to or from a sporting event and certain related activities) and
  - Site Transition benefit

We only provide cover for the events specified as covered in the Schedule up to the amount(s), limit(s) and sum(s) insured and for the period of time specified in the Policy and subject to its other terms.

The Insured can request benefit amounts as required under the terms of any employment agreements or similar contracts they have, such limits being subject to the Insurer's acceptance.

The Insured and Insured Persons need to make sure that they are happy with the extent of the cover provided by this insurance. If not they may not get the cover they require.

Read the Policy terms for a full explanation of the cover.





### **Excess Period**

An "Excess Period" applies for disability claims.

If an Insured Person is continuously Temporarily Totally Disabled or Temporarily Partially Disabled for the whole Excess Period and they are entitled to weekly compensation under this insurance, We will begin Our payments at the end of the Excess Period subject to the terms of the Policy. No payment is made for or during the Excess Period.

We agree on the Excess Period with the Insured and it is specified in the Compensation Table.

### **Cost of this insurance**

The insurance provided is subject to the Insured's payment or agreement to pay the premium We require by the agreed time. In order to calculate the premium, We take various factors into consideration, including the:

- type of Insured Persons who can access the cover and the amount they are paid;
- the number of Insured Persons,
- age, benefit amount, indemnity period, occupation and excess periods,
- activities undertaken, location, and extent of cover requested,
- details of any employment contracts that may apply to the Insured.
- Insured's or Insured Persons previous insurance and medical history.

Factors that increase the risk generally increase the premium (e.g. higher sums insured or a high claims experience) and those that lower the risk, reduce the premium payable (e.g. employees with lower wages, a longer Excess Period or low claims experience).

The premium also includes amounts that take into account Our actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies (for example, Stamp Duty and GST where applicable) in relation to the Policy. We will tell the Insured when they apply what premium is payable, when it needs to be paid and how it can be paid.

No amount is payable by Insured Persons to access the Policy.

### **Duty of Disclosure**

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

### **What the Insured must tell Us**

When answering Our questions, the Insured must be honest and the Insured has a duty under law to tell Us anything known to the Insured, and which a reasonable person, in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure the Insured and anyone else to be insured under the Policy, and on what terms.

### **Who needs to tell Us**

It is important that the Insured understands they are answering the questions in this way for themselves and anyone else whom the Insured wants to be covered by the Policy.

### **If the Insured does not tell Us**

If the Insured does not answer the questions in this way, We may reduce or refuse to pay a claim, or cancel the Policy. If the Insured answers the questions fraudulently, We may refuse to pay a claim and treat the Policy as never having been in force.



**What happens if an Insured Person changes his or her Occupation**

We will only cover the Insured Person for the Occupation shown in the Schedule so the Insured should notify Us immediately if there is any change in the occupation of any Insured Person. We will then decide whether to insure the Insured Person for the new occupation and if so on what terms.

**Cooling-off information**

The Insured has a cooling-off period. During the cooling-off period, the Insured may return its insurance contract to Marsh & McLennan Agency Pty Ltd and obtain a refund. To do this you may notify Marsh & McLennan Agency Pty Ltd electronically or in writing within 14 days from the date the Policy commenced. This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however Marsh & McLennan Agency Pty Ltd may deduct certain amounts from any refund for administration costs or any non-refundable taxes

Even after this cooling off period ends, the Insured still has cancellation rights (See General Conditions).

**Confirming cover**

The Insured and Insured Persons can contact their broker in writing or by phone for confirmation of cover under the Policy.

**Insured's notice obligations**

In certain circumstances an Insured Person may not be entitled to some or all of the insurance benefits they have access to under this insurance for the full period of cover. For example, if the insurance is cancelled or not renewed this will end the Insured Person's cover.

If the Insured reasonably believes that these things may occur or have occurred, it is obliged to notify Insured Persons as soon as reasonably possible unless Insured Persons will continue to be covered under a policy that provides substantially similar cover for the remainder of the period for which it was represented that they would be covered.

If the Insured does not notify Insured Persons of these things and they suffer loss or damage as a result, the Insured is obliged to compensate them for their loss or damage.

The Insurer is not obliged to notify Insured Persons of any such matters. The Insurer's notice obligations solely apply to the Insured.

**General Insurance Code of Practice**

Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.



**What to do if you have a complaint.**

1. Contact MMA and tell us about your complaint. We have our own internal dispute resolution procedure, a copy of which is available upon request. In the first instance you should address any concern or complaint to the MMA representative servicing your account. Alternatively you may contact the MMA Complaints Officer on 03 9603 2235.
2. If your complaint is not resolved to your satisfaction, the matter will be referred to the MMA Complaints Officer to investigate and take appropriate action. You will be advised within 15 working days of our decision. If the matter is complex and a longer period is required you will be informed.
3. In the unlikely event that this does not resolve the matter or you are not satisfied with the way your complaint has been dealt with, you should contact:  
Lloyd's Australia Limited  
Suite 2, Level 21 Angel Place  
123 Pitt Street  
Sydney NSW 2000  
Telephone: (02) 9223 1433  
Facsimile: (02) 9223 1466  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com).
4. MMA and Lloyd's are also members of an external dispute resolution scheme. If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to the free consumer service offered by this scheme:

**The Financial Ombudsman Service Limited (FOS)**

You may be able to refer your complaint to the FOS which is a national scheme for consumers aimed at resolving disputes between insureds and their insurance companies and brokers or claimants who have a dispute with another person's insurance company in relation to motor vehicle property (ie third party) claim.

If you have any query about whether your complaint can be handled by FOS, call 1300 78 08 08 or e-mail [info@fos.org.au](mailto:info@fos.org.au).



## **Privacy**

Marsh & McLennan Agency Pty Ltd ("MMA") and the insurers that MMA place your insurance with ("Insurer") are bound by the requirements of the Privacy Act 1988 as amended by the Privacy (Private Sector) Act 2000 ("the Act"), which sets standards on the collection, use, disclosure and handling of personal information.

Personal information is essentially information about individuals where the individual can be identified. It may include information such as your name, contact details, age, insurance history or financial details. Sensitive Information is a particular kind of personal information and includes information about an individual's health; racial or ethnic origins; membership of political, professional or trade associations; political opinions or philosophical or religious beliefs; criminal record; or sexual preferences.

MMA and your insurers disclose personal information to third parties both in Australia and overseas, where it is believed necessary for us to provide our services to the professional standard you expect. These parties may include (but are not limited to) insurers, reinsurers and other intermediaries. All parties may also disclose this information, as needed, to employers, health workers, investigators, lawyers, loss adjusters and to government departments if required by law to do so.

Where practical, information will be collected from individuals directly, however sometimes it may be collected indirectly by way of a representative. When you give MMA or your Insurer personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this notice). If it is sensitive information we rely on you to have obtained their consent to these matters. If you have not done these things, you must tell us before you provide the relevant information.

Where required you can access the personal information you provided to MMA, and we can also facilitate you accessing the information supplied to your insurers through us by contacting:

The Privacy Officer  
MMA Pty Ltd  
ABN 33 000 668 584  
PO Box H176  
Australia Square NSW 1215  
Tel 02 8864 7688  
Email [privacy.australia@marsh.com](mailto:privacy.australia@marsh.com)

## **Updating this PDS**

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue the insured via their broker a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue your broker with notice of this information in other forms or keep an internal record of such changes (the Insured can get a copy free of charge by calling your broker).





## COVER

### Definitions

Whenever used in the Policy the following words have the special meaning given to them (whether expressed in the singular or the plural):

**Accident** means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place.

The term "Accident" is deemed to include Hijack, or any attempt at Hijack, and exposure resulting from Hijack.

**Act of 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) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Aggregate Limit** means the maximum amount We will pay for all claims incurred in any one Period of Insurance for all Insured Persons. The Aggregate Limit is shown in the Schedule. If this amount is not enough to pay all claims in full, then We will reduce proportionately the Compensation payable to each Insured Person.

**Agreement Number** The Agreement Number referred to in the Schedule is a contract, which bears the seal of Lloyds Policy Signing Office, between the Insurers and Marsh & McLennan Agency Pty Ltd under which the Insurers authorise Marsh & McLennan Agency Pty Ltd to issue policies on the Insurers' behalf. Each underwriter and his or her heirs, executors or administrators is liable only for his or her proportion of any claim made under the Policy. The names and proportions of the underwriters are detailed in the contract. We will supply details of these underwriters if requested.

**Bodily Injury** means a bodily injury which:

- (i) is caused by an Accident, and
- (ii) occurs solely and independently of any other cause, including, but not limited to any other bodily injury, or any sickness, illness, disease, congenital or other condition; and
- (iii) that results in disability within 12 consecutive calendar months of the injury.

where both the Accident and the bodily injury occur within the Scope of Cover and during the Period of Insurance

Bodily Injury does not include:

- (a) an illness, sickness or disease;
- (b) a Pre-Existing Condition or bodily injury;
- (c) any degenerative, congenital or other condition that does not result solely and directly from the Accident that caused the Bodily Injury.

For the purposes of Additional Benefit - Disappearance, Bodily Injury includes disappearance relating to a mishap to a conveyance in which the Insured Person is travelling.

**Compensation Table** is the Compensation Table in the Cover section of this PDS that details the compensation amounts payable under this insurance. Compensation is only payable for the Items that have an amount inserted against them in the Schedule of Benefits forming part of the Schedule.

**Continental Scale Benefits** means the Capital Benefits listed as Items B1 to B16 in the Compensation Table and are only included if an amount is shown against Item B in the Schedule of Compensation. Where Item B Capital Benefits (Continental Scale Benefits) have been selected there is no cover for the Benefit listed as Item A2.



**Dependant Children** means the unmarried dependant children of the Insured Person who are:

- a) over 6 months of age and under 19 years of age; or
- b) under 25 years of age while they are full-time students at an accredited institution of higher learning;

and at the time of an event giving rise to a claim under the Additional Cover 8. Spouse and Dependant Child benefit of this insurance are primarily dependent on the Insured Person for maintenance and support.

**Excess Period** means the period of time, specified in the Schedule commencing on the date that the Insured Person becomes Temporarily Disabled or Temporarily Partially Disabled as a result of Bodily Injury or Illness. We will not pay any benefit for or during the Excess Period.

**Hijack** means unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew of an aircraft or conveyance, in which the Insured Person is travelling as a passenger which must occur during the Period of Insurance.

**Illness** means illness, sickness or disease of an Insured Person that is not a Bodily Injury, congenital or degenerative condition or a Pre-Existing Condition and must:

- occur solely, directly and independently of any other cause and condition, including, but not limited to any bodily injury, other sickness, illness, disease or congenital condition;
- first occur or manifest itself within the Scope of Cover and during the Period of Insurance; and
- be continuous for a period of not less than 7 days from the date the Insured Person first sought treatment from a Medical Practitioner in respect of that sickness, illness or disease; and
- that results in disability within 12 consecutive calendar months of the illness.

**Income** means:

- (i) if the Insured Person is an employee, the average gross weekly earned income derived through employment of the Insured Person during the twelve months immediately preceding the date of commencement of a disablement for which a benefit is payable under the Policy or over any shorter period that they have been continuously employed.
- (ii) if the Insured Person is not an employee, the average gross weekly earned income less any expenses incurred in earning that income of the Insured Person during the twelve months immediately preceding the commencement date of a disablement for which a benefit is payable under the Policy or over any shorter period that the Insured Person has been engaged in his or her current occupation.

It will in no way include any income that will not be reduced or diminished by the Insured Person's disablement.

If the Insured Person has not been in gainful employment or in receipt of an earned income for a period of 14 days or longer immediately prior to suffering a disability, then they will be considered to have an Income of nil, unless the Insured Person's earned income varies within strictly defined seasonal periods, in which case the Insured Person's income is as defined above.

**Indemnity Period** means the maximum period specified in the Schedule, commencing on the date of disablement of the Insured Person for which a benefit is payable under the Policy, during which Weekly Benefits are payable, less the Excess Period as stated in the Schedule. The indemnity period will cease as soon as an Insured Person attains the Age Limit shown in the Schedule.

**Insured** means the person or entity named as such in the Schedule.

**Insured Person** means any person described in the Schedule as an Insured Person.

**Insurer** means certain underwriters at Lloyd's in accordance with the Agreement Number in the Schedule.

**Loss of a Limb or Limbs** means loss by permanent physical separation of a hand or hands at or above the wrist or of a foot or feet at or above the ankle or total and irrecoverable Loss of Use of a hand or hands or foot or feet.



**Loss of Use** means loss by permanent physical severance or permanent loss of the effective use of the part of the body referred to in the Compensation Table.

**Medical Practitioner** means a legally qualified and registered medical practitioner who is not the Insured Person and/or the Insured or a relative of the Insured Person and/or the Insured and who is acting within the scope of their registration and pursuant to the relevant laws.

**Partial Disablement** means disablement that prevents an Insured Person from attending to a substantial part of the duties normally undertaken in their usual business or occupation (of any and every kind) or they have no business or occupation from attending to a substantial part of their usual duties.

**Period of Insurance** means the period stated in the Schedule. It does not refer to any prior Period of Insurance if the Policy is a renewal of a previous policy. Each period is treated as separate.

**Permanent** means lasting twelve calendar months and at the expiry of that period considered, in the opinion of the majority of three Medical Practitioners with suitable experience and expertise (one appointed by the Insured Person, one by Us and those two to appoint a third), to be beyond hope of improvement.

**Policy** means this document, the Schedule, and any other document which is agreed to form part of the Policy such as Endorsements.

**Pre-existing Condition** means any sickness, illness, disease, injury, disability or other condition, including any symptoms or side effects of these:

- of which the Insured Person was aware or a reasonable person in the circumstances could be expected to have been aware; or
- for which the Insured Person had sought or received medical treatment, attention or advice, had undergone tests or taken prescribed medication,

in the six months immediately preceding the inception date of the insurance.

**Lump Sum and/or Weekly Benefits** means the Lump Sum and/or Weekly Benefits included in the Schedule that details the compensation amounts referred to in the Compensation Table. Compensation is only payable for the Items that have an amount inserted against them in the Lump Sum and/or Weekly Benefits.

**Schedule** means the Schedule that We give the Insured including any endorsements which contains the details of the cover specific to the Insured.

**Scope of Cover** is the Scope of Cover detailed in the Schedule. The cover provided by this insurance only applies to Bodily Injury or Illness arising out of or in the course of activities or during the time limits or subject to any other limitations specified in the Scope of Cover.

**Spouse** means the husband or wife or any de-facto partner of the Insured Person who has continuously lived with the Insured Person for at least 3 calendar months immediately prior to an event giving rise to a claim under Additional Benefit - Spouse and Dependant Children benefit.

**Total Disablement** means disablement that entirely prevents an Insured Person from engaging in their usual occupation, profession or business (as stated in the Schedule). If no occupation, profession or business has been stated in the Schedule of Insurance, then Total Disablement means disablement that entirely prevents an Insured Person from engaging in such occupation, profession or business which, in Our opinion they are qualified to perform based on education, training or experience.

**We/Our/Us** means the Insurer through its agent Marsh & McLennan Agency Pty Ltd ABN 33 000 668 584 AFS Licence No 238984, of Level 6 / 70 Franklin Street Adelaide SA 5000



**What We will pay**

If an Insured Person:

- sustains a Bodily Injury that results in any of the conditions referred to at Items A1-3, B1-23, , D1 or D3 in the Compensation Table; or
- suffers an Illness that results in any of the conditions referred to at Items C1, C2, D2, or D3,

and the relevant Item is specified as applicable in the Compensation Table, We will pay to the Insured, his Executors or Administrators the compensation specified for the relevant Item set out in the Compensation Table, subject to the other terms, conditions and exclusions of the Policy.

We will not pay Compensation to the Insured Person unless the Insured instructs Us to.





## Compensation Table

### Lump Sum Benefits

Item		Compensation
<b>A</b>	<b>Bodily Injury resulting in:</b>	
1	Death	The amount shown in the Schedule of Compensation for Item A1
2	Permanent total loss of hearing, speech, or sight of one or two eyes or Loss of a Limb or Limbs	The amount shown in the Schedule of Compensation for Item A2
3	Permanent Total Disablement	The amount shown in the Schedule of Compensation for Item A3

	<b>If an amount is shown in the Schedule of Compensation for Item B Capital Benefits (Continental Scale Benefits) then Item A2 above is deleted and replaced with the following Items B1 to B16</b>	<b>Percentage of amount shown in the Schedule of Compensation for Item B Capital Benefits</b>
<b>B</b>	<b>Bodily Injury resulting in:</b>	
1	Permanent and incurable paralysis of all limbs	100%
2	(a) Permanent total loss of sight of both eyes	100%
	(b) Permanent total loss of sight of one eye	100%
3	(a) Permanent total Loss of Use of two limbs	100%
	(b) Permanent total Loss of Use of one limb	100%
4	Permanent and incurable insanity	100%
5	Permanent total loss of hearing in:	
	(a) both ears	100%
	(b) one ear	15%
6	Permanent total loss of the lens of one eye	50%
7	Permanent total Loss of Use of four fingers and thumb of either hand	70%
8	Permanent total Loss of Use of four fingers of either hand	40%
9	Permanent total Loss of Use of either thumb	
	(a) both joints	30%
	(b) one joint	15%
10	Permanent total Loss of Use of fingers of either hand:	
	(a) three joints	10%
	(b) two joints	7.5%
	(c) one joint	5%
11	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, each toe	1%
12	Fractured leg or patella with established non-union	10%
13	Shortening of leg by at least 5cm	7.5%
14	Third degree burns which cover more than 40% of the entire body	50%
15	Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	per tooth 1% (to a maximum of \$10,000 in total for all teeth)
16	Permanent disability not otherwise provided for under Events B1 to B15 inclusive.	The percentage as We will, in Our absolute discretion, determine and being in Our opinion not inconsistent with the Compensation provided for other Capital Benefits



**Broken Bones Benefits**

Cover for Item B in the Compensation Table is extended to include the following benefits.

**Broken Bones Benefit is \$3,000**

<b>Item B</b>	<b>Injury resulting directly in the complete break of the following bones which occurs within 12 months of the date of the bodily injury</b>	<b>The benefits shown below are a percentage of the Broken Bones benefit</b>
17	Neck, Skull or Spine (complete fracture)	100%
18	Hip	75%
19	Jaw, Pelvis, Leg, Ankle or Knee	50%
20	Cheekbone or Shoulder	30%
21	Nose or Collarbone	20%
22	Arm, Elbow, Wrist, or Ribs	15%
23	Foot or Hand	5%

**Capital Benefits – Illness****Item Description of Benefits****Compensation**

**Item C Capital Benefits (Illness) is only included in conjunction with Item A or Item B and where additional premium is paid.**

**C Illness resulting in:**

1	Permanent total loss of sight of both eyes, or Loss of two Limbs, or Permanent Total Disablement by paralysis (other than general paralysis of the insane).	The amount shown in the Schedule of Compensation for Item C1
2	Permanent Total Disablement	The amount shown in the Schedule of Compensation for Item C2

**Weekly Benefits**

<b>Item</b>	<b>Description of Benefits</b>	<b>Compensation</b>
<b>D1</b>	<b>Bodily Injury resulting in:</b> Temporary Total Disablement	The amount shown in the Schedule of Compensation for Item D1 Weekly Benefits Bodily Injury subject to the Excess Period and Indemnity Period specified in the Schedule of Compensation
<b>D2</b>	<b>Illness resulting in:</b> Temporary Total Disablement	The amount shown in the Schedule of Compensation for Item D2 Weekly Benefits Illness subject to the Excess Period and Indemnity Period specified in the Schedule of Compensation



<p><b>D3 Bodily Injury or Illness resulting in:</b> Temporary Partial Disablement</p>	<p>The difference between the amount payable for Items D1 and D2 and the Insured Person's Income received during the period of disablement whilst partially disabled up to a maximum of 40% of the Temporary Total Disablement Compensation</p>
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### Limitations on cover

Compensations is subject to any other limitations specified in the Scope of Cover.

- (a) We will not pay Compensation for any more than one of the Lump Sum Benefits arising out of the same Bodily Injury or Illness.
- (b) We will not pay more than one of the Weekly Benefits D1, D2 or D3 during the same period of time.
- (c) The Compensation payable under the Compensation Table is limited to the amount indicated for each individual Insured Person in the Schedule but will not exceed the Aggregate Limit unless stated otherwise by endorsement to the Policy.
- (d) If the Insured Person is an employee the Indemnity Period for the Weekly Benefits will be the lesser of that specified in the Schedule of Benefits or the period from the date of disablement until the Insured Person reaches the age limits specified in the Schedule.
- (e) Weekly benefits payable under the Compensation Table for Temporary Disablement:
  - (i) are limited to the percentage and amount specified in the Lump Sum and/or Weekly Benefits in the Schedule;
  - (ii) will not be paid during the Excess Period and payment will be discontinued on expiry of the Indemnity Period;
  - (iii) will be reduced to the difference between the Compensation noted on the Compensation Table and the amount the Insured Person is able to recover as weekly income from any other source such as a similar insurance cover (to the extent permitted by law) or compensation scheme due to the same or associated Bodily Injury or Illness; and
  - (iv) will cease upon the Insured Person reaching the age limit shown in the Schedule.
- (f) If the Insured Person suffers a recurrence of a Bodily Injury or Illness for which they have claimed under any of the Weekly Benefits, the recurrence will be treated as the same single Bodily Injury or Illness unless there has been a period exceeding ninety days since they were last disabled and unable to attend to their usual occupation, business or duties.
- (g) In no case will We be liable to pay Compensation to the Insured or his representatives unless the Medical Practitioner(s) appointed by Us for the purpose are allowed as often as We believe is necessary to make an examination of the Insured Person.

### Additional Cover

#### 1. Disappearance

If an Insured Person disappears and, after a reasonable period of time has elapsed (not less than 120 days), having examined all evidence available, We will have reason to suppose that an Accident has occurred, the disappearance of the Insured Person will be considered to constitute death occasioned by Bodily Injury.

The Insured agrees that, if the Insured Person is later found to be alive any payment made by Us in settlement of the claim will be refunded to Us.



## **2. Exposure**

If an Insured Person is exposed to the elements within the Scope of Cover and during the Period of Insurance as a result of a misfortune to any conveyance in which an Insured Person is travelling, and the Insured Person suffers death or disablement as a result of that exposure, he or she will be deemed for the purpose of this Insurance to have suffered Bodily Injury.

## **3. Hijack**

The Policy will continue to provide cover, in accordance with all its terms and conditions, to any Insured Person while the Insured Person is under the control of the person or persons making the Hijack or their associates and during direct travel to the Insured Person's domicile or original destination. This additional cover is provided for a period not exceeding 12 months from the date of the Hijack, whether or not the Period of Insurance has expired.

## **4. Modification benefit:**

If We make a payment under the Policy in respect of the Lump Sum Benefits We will also pay for the cost necessarily incurred by the Insured Person in modifying their motor vehicle or home or relocating them to a suitable home, to a maximum sum in total of \$10,000. These modifications are only to be undertaken with Our Prior written agreement and the agreement of a Medical Practitioner.

## **5. Rehabilitation Expenses:**

If We pay the Insured Person one of the Weekly Benefits set out in the Compensation Table, then We will also pay for the costs incurred by the Insured Person for participation in any return to work program that We consider reasonable, and We approve in writing before they are incurred, up to a maximum amount of \$5,000.

## **6. Escalation Benefit:**

After payment to the Insured Person of one of the Weekly Benefits set out in the Compensation Table continuously for 12 months, and again after each subsequent period of 12 months during which a weekly benefit is paid, We will increase the weekly payment by the lesser of:

1. 5%, or
2. the increase in the Consumer Price Index (in the State where the Insured Person lives) compared with the previous year.

## **7. Accidental H.I.V. Benefit**

We will pay to the Insured Person compensation of AUD\$25,000 if the Insured Person accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection:

- a) as a direct result of Injury caused by a physical and violent bodily assault by another person on the Insured Person while he or she is covered under this Policy; or
- b) as a direct result of the administering of medical treatment provided by a registered and legally qualified medical practitioner or registered nurse of an Insured Person's covered Injury or Sickness while he or she is insured under this Policy.

### **Special Conditions:-**

- i) Compensation will only be payable if the Insured Person is positively diagnosed within 180 days of the event giving rise to the H.I.V. infection.
- ii) Compensation shall not be payable unless any event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to Us and medical tests are carried out by a registered and legally qualified medical practitioner no more than forty eight (48) hours from the time and date of the event giving rise to the H.I.V. infection.
- iii) The medical tests (to be made by recognised laboratory and clinical tests) carried out in connection with this Benefit must prove conclusively that the Insured Person was not H.I.V. positive at the time and date of the event giving rise to the H.I.V. infection. No compensation is payable if the Insured Person fails to comply with or to provide the required level of proof





### **8. Spouse and Dependant Child benefit.**

If the Insured Person suffers a work related Bodily Injury which results in Death, We will pay the following amounts in addition to the Lump Sum benefit payable on the death of the Insured Person:

- (a) Surviving Spouse Benefit – AUD\$5,000
- (b) Dependant Children –AUD\$5,000 for each Dependant Child to a maximum of AUD\$15,000 in all.

### **9. Emergency Ambulance Transport**

If an Insured Person suffers a Bodily Injury or occurrence or manifestation of an Illness within the Scope of Cover and during both the Period of Insurance and while the Insured Person is either:

- engaged in a sporting activity in the capacity of a participant, adjudicator, judge, referee or umpire or in a similar capacity;
- acting as an official at, or otherwise assisting in the conduct of a sporting activity; or
- acting in his or her capacity as an elected or appointed official of a sporting organisation,
- travelling to or from that activity; or
- travelling to or from the place where the Insured Person acts in their capacity as an elected or appointed official,

We will pay the costs of emergency ambulance services up to a maximum amount of \$5,000 any one Insured Person.

The compensation shall only be payable where in the opinion of the attending ambulance officers there is a serious threat to the Insured Person's life or health and the Insured Person requires immediate treatment and transportation by ambulance to hospital.

We will not pay for pre-booked or non emergency ambulance charges nor any charges incurred outside Commonwealth of Australia.

### **10 Site Transition benefit**

Where an Insured Person has worked for the Insured on at least two previous sites consecutively we will maintain cover under Item D provided the Insured Person has accepted future employment with the Insured. This cover will continue for a maximum of 30 calendar days from the date that their employment ceased at the previous site or until the Insured Person recommences any employment with the Insured, whichever occurs first.



## GENERAL EXCLUSIONS

### What We will not pay

No compensation is payable under the Policy for any event caused by, arising from or in any way connected with:

- (a) war, invasion or civil war, except where an Insured Person is travelling on a scheduled flight en route to a principal destination as shown on the flight ticket where no state of war, invasion or civil war existed when they boarded the plane
- (b) any Act of Terrorism, except any Act of Terrorism within the territorial limits of Australia.
- (c) an Insured Person engaging in or taking part in
  - (i) naval, military or air force service,
  - (ii) professional sports of any kind,.
- (d) suicide or intentional self injury or from an Insured Person's own criminal or illegal act, or injury sustained whilst an Insured Person is in a state of insanity.
- (e) a Pre-Existing Condition.
- (f) the Insured Person operating any machinery or driving a vehicle of any kind whilst under the influence of intoxicating liquor or drugs.
- (g) the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

We will also not pay:

- (a) any benefit that if the benefit were paid, that payment would constitute the carrying on of a "Health Insurance Business" as defined under the Private Health Insurance Act, 2007 (Cth) or any succeeding legislation to that Act.
- (b) any benefit as reimbursement or payment for any service for which a Medicare benefit is payable.
- (c) for any of the Lump Sum Benefits in the Compensation Table or for any of the Additional Benefits that are caused by, arise from or are in any way connected with the Insured Person suffering from stress, depression, anxiety, neurosis, psychosis, psychological or psychosomatic disorder or any complications thereof.
- (d) for any of the Weekly Benefits in the Compensation Table that are caused by, arise from or are any way connected with the Insured Person suffering from stress, depression, anxiety, neurosis or psychosis, psychological or psychosomatic disorder or any complications thereof.
- (e) any benefit if the claim is for illness, caused by, arising from or in any way connected with childbirth, pregnancy or associated conditions beyond the 24th week after conception.
- (f) any benefit if the claim is for illness, directly or indirectly resulting from Acquired Immune Deficiency Syndrome (AIDS) or Aids Related Complex (ARC) no matter how this syndrome has been acquired or may be named. This exclusion does not apply to Accidental H.I.V. infection as described in Additional Cover 7. Accidental H.I.V. benefit.
- (g) We will not provide any cover, nor will We pay any claim, nor provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



## **GENERAL CONDITIONS**

### **Territorial Limits**

Worldwide

### **The law that applies to this insurance**

We agree that:

- (i) if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and We will submit to the jurisdiction of any competent Court in the State of South Australia;
- (ii) any summons notice or process to be served upon Us may otherwise be served upon:  
Lloyd's Underwriters General Representative in Australia  
Suite 2, Level 21 Angel Place  
123 Pitt Street  
Sydney NSW 2000  
that has authority to accept service and to appear on Our behalf;
- (iii) if a suit is instituted against any of the underwriters, all underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

### **How to make a claim**

In the event of a claim arising under this insurance give IMMEDIATE NOTICE to:

Claims Manager,  
Marsh & McLennan Agency Pty Ltd  
GPO Box 2637  
Adelaide SA 5001  
Ph 08 8385 3600  
Email: [\*\*Binder.claims.SA@marshmc.com\*\*](mailto:Binder.claims.SA@marshmc.com)

The Insured Person will be required to show proof of income and payment of any Weekly Benefit will not commence until adequate proof of income has been supplied to Us.

Immediate notice must be given to Us of any Accident or Illness of an Insured Person which causes or may cause disablement within the meaning of this insurance, and an Insured Person must as early as possible place himself under the care of a Medical Practitioner. Immediate notice must be given to Us in the event of the death of an Insured Person resulting or alleged to have resulted from an Accident.

We have the sole right to make admissions of liability. We may refuse to protect the Insured Person if the Insured Person admits fault, makes any offer of payment or defends a claim in court without Our prior written consent.

If the Insured pays their premium by seven (7) or more instalments, if the instalment is more than 14 days overdue, we may refuse to pay a claim arising after the instalment was due.

### **Aggregate Limit**

The most we will pay for all claims by all Insured Persons under the Policy is the Aggregate Limit.

### **Subrogation**

We will be entitled to conduct in the Insured's and/or the Insured Person's name the defence or settlement of any claim or to prosecute in the Insured's and/ or the Insured Person's name.



## **Cancellation**

The Insured may cancel the Policy at any time by requesting cancellation to Us in writing. If the Insured cancels the Policy We will refund the premium for the unexpired Period of Insurance subject to Our normal short period charges and administration fees, details of which are available upon request. We may cancel the Policy for any of the reasons allowed to Us under the Insurance Contracts Act 1984.

If We cancel the Policy:

- (i) written notice will be sent to the Insured, and
- (ii) cancellation will take effect at 4pm on the third business day after the day on which the notice is given to the Insured or, if the notice of cancellation is given by post, the day on which it would have been delivered to the Insured in the ordinary course of post, and
- (iii) We will refund the premium for the unexpired Period of Insurance subject to Our normal short period charges and administration fees.
- (iv) If the Insured pays their premium by seven (7) or more instalments, We will cancel the Policy if an instalment premium has remained unpaid for more than a month. Cancellation takes effect immediately from the end of that month.

Where the Policy is cancelled, we do not notify any Insured Persons who are not the Insured. These Insured Persons must be notified by the Insured.

## **Termination of Insured Persons' interest in the Policy**

The insurance of any Insured Person will immediately terminate on the earliest of the following dates:

- (a) on the date the Policy is terminated;
- (b) on the date the Insured requests that such Insured Person be deleted as an Insured Person;
- (c) unless otherwise agreed, on the date that such Insured Person leaves or is dismissed from the Insured's employment (not applicable to self-employed persons) or is retired or pensioned;
- (d) on the date the premium became due if the Insured fails to pay the required premium except as the result of inadvertent error;
- (e) the Insured Person gives us written notice to terminate their insurance cover;
- (f) on the date such Insured Person ceases to be eligible for insurance hereunder;
- (g) on the date the insured person reaches an age that is outside the Age Limits specified in the Policy or as shown in the Schedule.

## **Change in Occupation**

If an Insured Person engages in any occupation in which greater risk may be incurred than in the occupation disclosed in the proposal form without first notifying Us and obtaining Our written agreement to the amendment of the insurance (subject to the payment of such additional premium as We may reasonably require), then no claim will be payable in respect of any Accident arising out of or in the course of such other occupation.

## **Age Limits**

All cover under the Policy will cease following the Insured Person attaining the age of:

- (a) 70 years in respect of cover for Bodily Injury, and
- (b) 65 years in respect of cover for Illness.

unless otherwise indicated on the Schedule as Age Limit.





**Fraud by Insured Person**

To the extent permitted by the Insurance Contracts Act, we may be entitled to refuse to pay or to reduce the amount of a claim if:

- It is in any way fraudulent, or

Any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

**Sanction limitation and exclusion**

We will not provide any cover, nor will We pay any claim, nor provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**Headings**

Headings have been included for ease of reference and the terms and conditions of the Policy are not to be construed or interpreted by reference to any headings.

