



**Sporting Group  
Personal Accident Insurance  
Product Disclosure Statement**  
vBL0318



**Pen Underwriting Pty Ltd**  
ABN 89 113 929 516 AFSL 290518

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Current as at March 2018

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## Important Information

### Introduction

#### The Purpose of this PDS

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 23<sup>rd</sup> March 2018. Other documents may form part of Our PDS and if they do, We will tell the Insured in the relevant document.

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

#### About Pen Underwriting Pty Ltd

This PDS is issued by Pen Underwriting Pty Ltd ABN 89 113 929 516 AFSL 290518 ('Pen Underwriting') on behalf of certain Underwriters at Lloyd's ('Us') and Pen Underwriting acts under a binding authority to administer and issue policies, alterations and renewals. In all aspects of arranging this Policy, Pen Underwriting acts as an agent of the Underwriters and not as agent for the Insured or any Insured Person.

Details of the Lloyd's syndicate numbers and the proportions of this insurance for which each of them are liable may be obtained from Pen Underwriting.

Pen Underwriting can be contacted at:

**Postal Address:** GPO Box 4431 Sydney NSW 2001

**Telephone:** 02 9323 5000

**Email:** [info.au@penunderwriting.com](mailto:info.au@penunderwriting.com)

**Website:** [www.penunderwriting.com.au](http://www.penunderwriting.com.au)

If there are any questions or further information is needed concerning this insurance, contact the appointed insurance broker to assist with the enquiry. All correspondence to Pen Underwriting should be directed through the insurance broker as they are the Insured's and Your agent for this insurance.

#### 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](http://www.codeofpractice.com.au)

#### Our contract with the Insured

This Policy is a contract of insurance between the Insured and Us and contains all the details of the cover that We provide. The Policy consists of:

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

- any other document We tell the Insured forms part of the Policy which may vary or modify the above documents.

These documents should be read together as they jointly form the contract of insurance between the Insured and Us.

#### Group Insurance Policy

An Insured Person's access to this Policy is solely by reason of the statutory operation of Section 48 of the *Insurance Contracts Act 1984 (Cth)*. An Insured Person is not a contracting insured and does not enter into any agreement with Us.

An Insured's Person's access to cover:

- begins from the time the relevant person meets the criteria specified in the Policy Schedule and becomes an Insured Person; and
- ends at the earliest of the following events:
  - (a) when the relevant person no longer meets the criteria specified in the Policy Schedule for an Insured Person; or
  - (b) at the end of the Period of Insurance; or
  - (c) when the Policy is cancelled by Us or the Insured;whichever occurs first.

If an Insured Person makes a claim under the Policy then such person will have the same obligations to Us as if they were the Insured and We will have the same rights against the Insured Person as We would have against the Insured.

The Insured must ensure that a copy of this PDS is made available to each Insured Person.

#### Cooling-off Period

There is a 21-day cooling off period. If the Insured wishes to cancel the Policy, the Insured can cancel it from its date of issue by contacting Pen Underwriting in writing within 21 days of its date of issue.

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

The Insured cannot exercise this right, if the Insured has made a claim under the insurance during the cooling off period.

Even after this cooling-off period ends, the Insured still has cancellation rights. See General Provisions.

#### Privacy

In this Privacy Statement the use of:

- 'We', 'Us', 'Our' mean the Underwriters and Pen Underwriting.
- 'You' and 'Your' means the Insured 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 in and 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 Pen Underwriting's Privacy Officer. However, should you choose to withdraw Your consent, We may not be able to provide insurance services to You.

Pen Underwriting's Privacy Policy which is available at [www.penunderwriting.com.au](http://www.penunderwriting.com.au) or by calling Pen Underwriting sets out how:

- Pen Underwriting 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 Pen Underwriting 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 Pen Underwriting's Privacy Officer by:

**Postal Address:** PO Box 230 Collins Street  
West VIC 8007

**Phone:** 03 9810 0600

**Email:** [compliance.au@penunderwriting.com](mailto:compliance.au@penunderwriting.com)

You can download a copy of Pen Underwriting's Privacy Policy by visiting [www.penunderwriting.com.au](http://www.penunderwriting.com.au)

#### **Your Duty of Disclosure**

For Insureds who are not a natural person, before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You 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 contract or reduce the amount We will pay You if You make a claim, or both.

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

#### **Individuals**

If You are the Insured and a natural person, a different duty of disclosure to the one set out above applies to You. Please contact Your intermediary so that You can be informed of the duty of disclosure that applies to You.

#### **How To make a Claim**

The Insured 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. If it is not possible to notify Fullerton within that time, the Insured must notify them as soon as reasonably possible.

Once notified of a claim, Fullerton will provide the Insured with claim forms. You must fully complete and return the claim forms to Fullerton together with such other information and documentation that Fullerton require in order to consider the claim. This information can include health certificates, medical practitioners' reports, employer reports and related evidence of the claim.

Please send notice of the claim to:

Fullerton Health Corporate Services  
Level 10, 33 York Street  
Sydney, NSW 2000

Phone: +61 2 8256 1770 (Mon – Fri)

Email: [claims@fullertonhealthcs.com.au](mailto:claims@fullertonhealthcs.com.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 Policy Schedule for full benefit details and applicable terms, limitations, conditions and exclusions.

The covers are provided only if specified as applicable in the Policy Schedule.

### What The Policy Covers

<b>Accidental Permanent Total Disablement</b>	Lump sum Accidental Permanent Total Disablement benefit – one hundred (100) percent of the amount shown in the Policy Schedule.
<b>Accidental Death</b>	Lump sum Accidental Death benefit – one hundred (100) percent of the amount shown in the Policy Schedule.
<b>Broken bones and loss or damage to Teeth</b>	Lump sum benefit - % of the amount shown in the Policy Schedule.
<b>Temporary Total and Temporary Partial Disablement benefits</b>	Weekly disablement benefits as a result of Injury for Temporary Total Disablement and Temporary Partial Disablement as shown in the Policy Schedule.
<b>Weekly benefits for up to 104 weeks</b>	Weekly benefits are payable for a maximum period of one hundred and four (104) weeks or as specified in the Policy Schedule.

<b>Personal Wellbeing</b>	Accidental HIV Infection Benefit, Accommodation and Transport Benefit, Advanced Payment, Childcare Benefit, Coma Benefit, Dependent Child Benefit, Domestic Help Benefit, Education Fund Benefit, Escalation of Claim Benefit, Home Care Benefit, Hospitalisation Waiting Period Waiver, Independent Financial Advice, Modification and Rehabilitation Benefits, Non-Medicare Medical Expenses, Orphan Benefit, Spouse/Partner Retraining Benefit and Student Tutorial Benefit.
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### What The Policy Doesn't Cover

No benefits are payable under the Policy where the Injury:

<b>War, Civil War or Terrorism</b>	Occurs as a result of War, Civil War, or warlike operations, Terrorism or revolution.
<b>Professional Sports</b>	Results from the Insured Person engaging in any sport or competition where the Insured Person receives remuneration, fee or any form of financial reward for participating and where annually such remuneration, fees or financial rewards for participating make up more than fifteen (15) percent of their annual income from all sources.
<b>Air travel</b>	Results from engaging in air travel or aerial activities except where the Insured Person is travelling as a passenger in a properly licensed aircraft.
<b>Intentional or self-inflicted</b>	Is deliberately self-inflicted or intentionally caused by the Insured.

### What the Policy Doesn't Cover

<b>Criminal acts</b>	Results from a criminal act committed by the Insured Person or any other beneficiary of the benefits under this insurance.
<b>Sickness and Pre-Existing Medical Conditions</b>	Results from Sickness or Pre-Existing Medical Conditions as defined.
<b>Sexually transmitted diseases, AIDS/HIV</b>	Is a sexually transmitted disease, AIDS or HIV infection except to the extent that it is covered under Section 2 – Personal Wellbeing – Accidental HIV Infection Benefit.
<b>Alcohol or drugs</b>	Is caused by the Insured Person whilst exceeding the lawful blood alcohol limit, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of non-prescription drugs, including abuse of prescription drugs.
<b>Nuclear exposure or radioactivity</b>	Occurs as a result of the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
<b>Health Insurance Act</b>	Results in Us contravening the <i>Health Insurance Act 1973 (Cth)</i> , the <i>Private Health Insurance Act 2007 (Cth)</i> or the <i>National Health Act 1953 (Cth)</i> .

### Limits On benefits

<b>Lump Sum Benefits</b>	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.
<b>Waiting Period</b>	No weekly benefits are payable for disablement during the Waiting Period stated in the Policy Schedule.
<b>Beyond the maximum benefit period</b>	As specified in the Policy Schedule, in respect to any one (1) Injury.
<b>Able to return to work</b>	Weekly benefits will be reduced to thirty (30) percent if the Insured Person is able to return to work with their employer but elects not to do so.
<b>Age limits</b>	Occurs after the Insured Person reaches ninety (90) years of age.
<b>Fit to return to work</b>	Once the Insured Person is deemed fit to return to work by a Doctor.
<b>Death</b>	Weekly and other benefits will cease when the Insured dies.
<b>Failure to follow medical advice</b>	If the Insured Person fails to follow the advice of or undertake the recommended treatment by a Doctor for the current disability.

## The Cost of the Policy and Paying for the Insurance

### Premium

All cover is subject to the payment of Premium and the terms, conditions, exclusions and provisions of this Policy.

The Premium payable by the Insured will be shown in the Policy Schedule. The Premium is calculated taking into consideration a number of risk factors including the number of Insured Persons covered by the Policy, the occupations of the Insured Persons, the sums insured and the Insured's previous insurance history.

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

### Non – Payment of Premium

If the Insured fails to pay the Premium by the due date or if the payment method is dishonoured and therefore We have not received the payment by the due date, We will have the right to cancel the Policy. Unless We tell the Insured, any payment reminder We send does not change the expiry of the cover or the due date of the Premium.

### Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of this Policy include:

**Commission:** Pen Underwriting may receive a commission payment from Us when the Policy is issued, varied or renewed. If the Policy is cancelled this commission payment may not be refundable. For details of the relevant commission paid, please contact Your insurance broker.

**Agency Fee:** An agency fee may be charged by Pen Underwriting for administration and compliance costs associated with Pen Underwriting's role in the distribution of this product. This agency fee is in addition to the Premium and is noted separately on the tax invoice issued. The agency fee is not refundable in the event of cancellation unless the Policy is cancelled within the cooling-off period or is a full term cancellation. For details of the Agency Fee payable, please refer to Your tax invoice or contact Your insurance broker.

### Renewal Procedure

Before this Policy expires, We will advise the Insured 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.

### 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. Any updates which are not materially adverse to the Insured from the view of a reasonable person deciding whether to buy this insurance may be found on the Pen Underwriting website at [www.penunderwriting.com.au](http://www.penunderwriting.com.au). A paper copy of any updated information is available to the Insured at no cost by contacting Pen Underwriting or Your insurance broker.

## Receiving Your Policy Documents

The Insured may choose to receive the Policy documents:

- electronically, including but not limited to email; or
- by post.

Pen Underwriting will send the Policy documents to the email address that the Insured has provided. This will continue until the Insured tells Pen Underwriting otherwise or until Pen Underwriting advises that this method is no longer suitable. Each electronic communication will be deemed to be received by the Insured 24 hours after it leaves Pen Underwriting's information system. If the Insured does not tell Pen Underwriting to send the Policy documents electronically, the Policy documents will be sent to the mailing address that the Insured has provided.

The Insured is responsible for ensuring that the email and mailing address that Pen Underwriting has is up to date. Please contact Your insurance broker to change email or mailing address.

### Taxation Implications

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

- 'We', 'Us' and 'Our' means the Underwriters and Pen Underwriting
- 'You' and 'Your' means the Insured 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 ('GST')

Generally, You will not be required to pay 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.

### Dispute Resolution Process

Any enquiry or complaint relating to this insurance should be referred to Pen Underwriting in the first instance. Please contact Pen Underwriting by:

**Postal Address:** PO Box 230 Collins Street West VIC 8007

**Phone:** 03 9801 0600

**Email:** [compliance.au@penunderwriting.com](mailto:compliance.au@penunderwriting.com)

If Pen Underwriting requires additional information, Pen Underwriting will contact the Insured to discuss. If the complaint is not immediately resolved Pen Underwriting will respond within 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 Insured 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](mailto:ldraustralia@lloyds.com)

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

When the Insured lodges the dispute, Lloyd's will usually require the following information:

- name, address and telephone number of the Insured;
- 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 which the Insured believes may assist Us in addressing the Insured's 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 Insured remains unsatisfied, the Insured 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 Insured's concerns. The Insured 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](mailto:info@fos.org.au)

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



## Coverage

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

1. the Insured has paid or agreed to pay the Premium required for this insurance; and
2. the type of cover is specified in the Policy Schedule as applying to the Insured Person.

## General Definitions

For the purpose of the Policy, the following important definitions apply when used in this document. Any word or expression to which a specific meaning has been given in any part of this document shall bear this meaning wherever it may begin with a capital letter.

<b>Accident</b>	means a sudden, violent, 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.	<b>Dependent Child/Children</b>	Means an Insured Person's and/or their Spouse/Partner's unmarried dependent children (including step or legally adopted children) as long as they are under nineteen (19) years of age, or under twenty five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, primarily dependent on the Insured Person for maintenance and support. It also means the Insured Person's and/or Spouse/Partner's unmarried children over nineteen (19) years of age who are physically or mentally incapable of self-support.
<b>Accidental Death</b>	means the death of an Insured Person as a result of an Accident.	<b>Doctor</b>	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.
<b>Civil War</b>	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.	<b>Domestic Duties</b>	means the usual and ordinary Domestic Duties undertaken by someone as a homemaker and could include child-minding and home help services.
<b>Complete Fracture</b>	means a fracture in which the bone is broken completely across and no connection is left between the pieces.	<b>Event(s)</b>	means the Event(s) described in the relevant Table of Events in this document.
<b>Cyber Event</b>	means an unauthorised or malicious act or series of related unauthorised or malicious acts or the threat or hoax thereof involving access to, processing of, use of or operation of any Information Technology System or any electronic data by any person or group(s) of persons.	<b>Finger(s) Thumb(s) or Toe(s)</b>	means the digits of a Hand or Foot.
		<b>Foot</b>	means the entire Foot below the ankle.
		<b>Hairline Fracture</b>	means mere cracks in the bone.
		<b>Hand</b>	means the entire Hand below the wrist.

Information Technology System	means any computer, hardware, software, information technology and communications system or electronic device, including any associated input, output or data storage device, networking equipment or back up facility.	Loss	means in connection with: <ol style="list-style-type: none"> <li>1. a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;</li> <li>2. an eye, total and Permanent loss of all sight in the eye;</li> <li>3. hearing, total and Permanent loss of hearing;</li> </ol> and which in each case is caused by an Injury.
Injury	means a bodily injury resulting from an Accident which occurs during the Period of Insurance and is not a Sickness and which: <ol style="list-style-type: none"> <li>1. results in any of the Events set out in the Table of Events shown under Section 1 – Personal Accident - Parts A, B C and/or D within twelve (12) months of the Accident; and</li> <li>2. results solely and independently of any other causes other than:             <ol style="list-style-type: none"> <li>(a) the Accident; and/or</li> <li>(b) Sickness directly resulting from medical or surgical treatment rendered necessary by the Accident; and</li> <li>(c) may include an Injury caused by the Insured Person being directly and unavoidably exposed to the elements as a result of an Accident.</li> </ol> </li> </ol>	Non Medicare Medical Expenses	means expenses incurred by an Insured Person or the Insured within twelve (12) calendar months of the Insured Person sustaining an Injury, that are not subject to any full or partial Medicare rebate, for treatment of an Injury certified necessary by a Doctor to a registered private hospital, physiotherapist, chiropractor, osteopath, nurse or similar provider of medical services. It does not mean dental treatment, unless such treatment is necessarily required, to Teeth other than dentures and is caused by an Injury.
Insured	means the Insured specified in the Policy Schedule with whom We enter this Policy.	Other Fracture	means any fracture other than a Complete Fracture, Hairline Fracture or Simple Fracture.
Insured Person	Means such person or persons as described in the Policy Schedule, who are nominated by the Insured for insurance under this Policy and with respect to whom Premium has been paid or agreed to be paid. An Insured Person is a person that is legally entitled to claim under the Policy by reason of the operation of Section 48 of the <i>Insurance Contracts Act 1984</i> (Cth) and no other basis.	Paraplegia	means the Permanent loss of use of both legs and the Permanent loss of use of the whole of or part of the lower half of the body.
Limb(s)	means the entire limb between the shoulder and wrist or between the hip and ankle.	Period of Insurance	means the period stated in the Policy Schedule or such shorter time if the Policy is terminated.
		Permanent	means having lasted twelve (12) consecutive months 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 training, education or experience.

Policy	<p>means:</p> <ol style="list-style-type: none"> <li>1. the Policy Schedule;</li> <li>2. this PDS (this document);</li> <li>3. any applicable Supplementary PDS ('SPDS') We issue that varies it;</li> <li>4. any other document We tell the Insured forms part of the Policy which may vary of modify the above documents.</li> </ol>	Salary	<p>means the average weekly pre-tax income derived from personal exertion during the period of twelve (12) months immediately preceding the date of Temporary Total Disablement or Temporary Partial Disablement or during such shorter period as the Insured Person has been employed (or self-employed) in their occupation at the time the disability occurred; subject to:</p> <ol style="list-style-type: none"> <li>1. in the case of an employee remunerated by wages or salary, income includes any allowances that are payable to the employee as part of the employee's remuneration, whether in addition to the employee's wage or salary or not, but does not include any bonuses, commissions or other allowances before any salary sacrifice deductions;</li> <li>2. in the case of a self-employed person, income is net of business costs and expenses incurred in deriving that income.</li> </ol>
Policy Schedule	<p>means the Policy Schedule showing details of the cover attaching to and forming part of the Policy or any subsequently substituted Policy Schedule.</p>	Seek Employment	<p>means the Insured Person being registered with a 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.</p>
Pre-Existing Medical Condition	<p>means any illness, disease, syndrome, disability or other condition, including any symptoms:</p> <ol style="list-style-type: none"> <li>1. of which the Insured Person is aware or a reasonable person in the circumstances would be expected to have been aware; or</li> <li>2. for which the Insured Person has sought or received medical attention, undergone tests or taken prescribed medication;</li> </ol> <p>in the twelve (12) months prior to them being covered under this Policy.</p>	Sickness	<p>means any illness, disease or syndrome suffered by the Insured Person.</p>
Premium	<p>means the Premium as shown in the Policy Schedule that is payable by the Insured in respect of this Policy.</p>	Simple Fracture	<p>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.</p>
Professional Sport	<p>means any sport or competition for which the 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 make up more than fifteen (15) percent of their annual income from all sources.</p>	Sporting Group	<p>The group or entity named as the Insured in the Policy Schedule.</p>

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Spouse/Partner	means the Insured Person's husband or wife living with the person or any person of either sex living in a defacto marital relationship with the person.
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 any act, including, but not limited to, the use of force or violence and/or the threat thereof, committed by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, creating serious violence against a person or serious damage to property or a serious risk to the health or safety of the public, undertaken to influence a government or civilian populace for the purpose of advancing a political, religious, ideological cause or similar purposes.
Tooth/Teeth	means a sound and natural permanent Tooth but does not include first or milk Teeth, dentures or implants.
Underwriter(s)	means certain Underwriters at Lloyd's.  Note: You can obtain further details of the Underwriters from Pen Underwriting upon request.

Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction	means: 1. the use of any explosive nuclear weapon or device; or 2. the emission, discharge, dispersal, release or escape of: (a) fissile material emitting a level of radioactivity, or (b) any pathogenic (disease producing)_ micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or (c) any solid, liquid or gaseous chemical compound which, when suitably distributed; which is capable of causing incapacitating disablement or death amongst people or animals.
Waiting Period	means the period specified in the Policy Schedule during which no benefits are payable by Us in relation to Section 1 – Personal Accident – Part B – Weekly Benefits - Injury.
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 Insured.

## Section 1 – Personal Accident

### Extent of Cover

If during the Period of Insurance an Insured Person suffers an Accident which directly results in an Injury and the Insured Person suffers any of the Events set out in the Table of Events shown under Section 1 – Personal Accident – Parts A, B, C and/or D, We will pay the benefit set out. However, the Event must occur within twelve (12) months of the date of the Accident giving rise to the Injury.

### Table of Events

#### Part A – Lump Sum Benefits

Cover for an Event under this Part applies only if an amount for that Event is shown in the Policy Schedule against **Section 1 – Personal Accident – Part A – Lump Sum Benefits**.

The Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown in the Policy Schedule under Section 1 – Personal Accident – Part A – Lump Sum Benefits.
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 (1) or both eyes	100%
6. Loss of use of one (1) or more Limbs	100%
7. Permanent and incurable insanity	100%
8. Loss of use of lens of:	
(a) both eyes	100%
(b) one (1) eye	60%
9. Loss of hearing of:	
(a) both ears	80%
(b) one (1) ear	30%

The Events	Benefit Amount
10. Burns:	
(a) third degree burns and/or resultant disfigurement which covers more than thirty (30) percent of the entire external body	60%
(b) second degree burns and/or resultant disfigurement which covers more than thirty (30) percent of the entire external body	30%
11. Permanent total loss of use of four (4) Fingers and Thumb of either Hand	80%
12. Permanent total loss of use of four (4) Fingers of either Hand	50%
13. Permanent total loss of use of the Thumb of either Hand:	
(a) both joints	40%
(b) one (1) joint	20%
14. Permanent total loss of use of Fingers of either Hand:	
(a) three (3) joints	20%
(b) two (2) joints	15%
(c) one (1) joint	10%
15. Permanent total loss of use of Toes of either Foot:	
(c) all – one (1) Foot	15%
(d) great – both joints	5%
(e) great – one (1) joint	3%
(f) other than great Toe – each Toe	1%
16. Fractured leg or patella with established non-union	10%

The Events	Benefit Amount
17. Loss of at least fifty (50) percent of all Teeth	1% per Tooth (up to a maximum of \$10,000 in total)
18. Shortening of leg by at least five (5) centimetres	10%
19. Permanent partial disablement not otherwise provided for under Events 8 to 18	Such percentage of the lump sum amount as We in Our absolute discretion shall determine and being in our opinion not inconsistent with the benefits provided under Events 8 to 18

#### Part B – Weekly Benefits – Injury

Cover for an Event under this Part applies only if an amount for that Event is shown in the Policy Schedule against **Section 1- Personal Accident – Part B – Weekly Benefits – Injury**.

The Events
<p>20. <b>Temporary Total Disablement</b> From the date of Temporary Total Disablement as a result of Injury, and whilst the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the amount in the Policy Schedule against <b>Section 1 – Personal Accident – Part B – Weekly Benefits – Injury</b>, but not exceeding the Salary of the Insured.</p>
<p>21. <b>Temporary Partial Disablement</b> From the date of Temporary Partial Disablement as a result of Injury, and whilst the Temporary Partial Disablement persists and after the Waiting Period, We will pay up to the amount in the Policy Schedule against <b>Section 1 – Personal Accident – Part B – Weekly Benefits – Injury</b>, less any amount of current earnings as a result of working in a reduced capacity in the Insured's current employment, provided the combined amount does not exceed the percentage of Salary shown in the Policy Schedule. Should the Insured Person be able to return to work in their current employment in a reduced capacity, but elects not to do so then the benefit payable will be thirty (30) percent of the amount payable for Event 20.</p>

#### Part C – Injury Resulting in Fractured Bones

Cover for an Event under this Part applies only if an amount for that Event is shown in the Policy Schedule against **Section 1 – Personal Accident – Part C – Injury Resulting in Fractured Bones**.

The Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown in the Policy Schedule under Section 1 – Personal Accident – Part C – Injury Resulting in Fractured Bones
22. Complete Fracture of neck, spine or skull	100%
23. Hip	75%
24. Other Fracture of jaw, pelvis, leg, ankle or knee	50%
25. Cheekbone, shoulder or Hairline Fracture of neck, skull or spine	40%
26. Other Fracture of arm, elbow, wrist or ribs (per rib)	30%
27. Simple Fracture of jaw, pelvis, leg, ankle or knee	25%
28. Nose or collarbone	25%
29. Simple Fracture of arm, elbow, wrist or ribs (per rib)	25%
30. Finger (per Finger), Thumb (per Thumb), Foot, Hand or Toe (per Toe)	10%

The maximum benefit payable for any one (1) Injury resulting in fractured bones shall be the amount shown in the Policy Schedule against **Section 1 – Personal Accident – Part C – Injury Resulting in Fractured Bones**.

In the case of an established non-union of any of the above fractures, We will pay an additional benefit of five (5) percent of the amount shown in the Policy Schedule against **Section 1 – Personal Accident - Part C - Injury Resulting in Fractured Bones**; or three thousand dollars (\$3,000), whichever is the greater.

**Part D – Injury Resulting in Loss or Damage to Teeth**

Cover for an Event under this Part applies only if an amount for that Event is shown in the Policy Schedule against **Section 1 – Personal Accident – Part D – Injury Resulting in Loss or Damage to Teeth**.

<b>The Events</b>	<b>Benefit Amount</b>
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown in the Policy Schedule under Section 1 – Personal Accident – Part D – Injury Resulting in Loss or Damage to Teeth
31. Loss of or full capping of Teeth	100% (maximum \$500 per Tooth)
32. Chipped or broken Teeth requiring partial capping	50% (maximum \$250 per Tooth)

## Section 2 – Personal Wellbeing

### Extent of Cover

#### Accidental HIV Infection Benefit

If during the Period of Insurance the Insured Person accidentally contracts the Human Immunodeficiency Virus ('HIV') Infection:

1. as a direct result of Injury caused by a violent and physical bodily assault by another person on the Insured Person during the Period of Insurance and whilst they are an Insured Person; or
2. as a direct result of receiving medical treatment provided by a registered and legally qualified Doctor or registered nurse for an Insured Person's Injury suffered during the Period of Insurance;

We will pay the Insured Person the amount stated in the Policy Schedule under Section 2 – Personal Wellbeing – Accidental HIV Infection Benefit, provided that:

1. there is a positive diagnosis within one hundred and eighty (180) days of the event giving rise to the HIV infection;
2. any event leading to or likely to lead to a positive diagnosis of HIV is reported to Us and medical tests are carried out by a registered and legally qualified Doctor no more than forty-eight (48) hours from the date and time of the event giving rise to the HIV infection; and
3. a recognised laboratory carries out medical and clinical tests that conclusively prove the Insured Person was not HIV positive at the time and date of the event giving rise to the HIV infection. No benefit will be payable if the Insured Person fails to comply with or provide the required level of proof.

#### Accommodation and Transport Benefit

If during the Period of Insurance an Insured Person sustains an Injury and is admitted as an in-patient of a hospital, which is more than one hundred (100) kilometres from the Insured Person's normal place of residence, We will pay the actual and reasonable transport and/or accommodation expenses incurred by their Spouse/Partner and/or Dependent Children to travel to or remain with the Insured Person up to the amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Accommodation and Transport Benefit.

#### Advanced Payment

If an Insured Person sustains an Injury for which benefits are payable for Event 20, 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.

#### Childcare Benefit

If during the Period of Insurance an Insured Person suffers an Injury for which a benefit is payable under Events 2 to 8.a., We will pay the Insured Person the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to the amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Childcare Benefit, but only in respect of additional costs that would not otherwise have been incurred.

#### Coma Benefit

If during the Period of Insurance the Insured Person sustains an Injury which directly causes or results in a continuous unconscious state and the Insured Person or the Insured Person's legal representative presents Us with a written opinion of a Doctor that verifies that the Injury caused the Insured Person to be in such a continuous unconscious state, We will pay to the Insured Person or the Insured Person's legal representative on behalf of the Insured Person the daily amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Coma Benefit or part thereof of continuous unconsciousness, up to a maximum period of ninety (90) days.

#### Dependent Child Benefit

If during the Period of Insurance the Insured Person suffers an Accidental Death, We will pay to the Insured Person's estate the amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Dependent Child Benefit, for each Dependent Child of the Insured Person, up to the maximum amount per family stated in the Policy Schedule.

#### Domestic Help Benefit

If during the Period of Insurance an Insured Person sustains an Injury and a Doctor certifies that the Insured Person is unable to carry out Domestic Duties, We will pay the actual and reasonable costs incurred of hiring domestic help up to the amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Domestic Help Benefit, provided that the domestic help is not carried out by an Insured Person's close relative nor a person permanently residing with the Insured Person.

#### Education Fund Benefit

If during the Period of Insurance the Insured Person suffers an Accidental Death and is survived by Dependent Children, We will pay the Insured Person's estate the amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Education Fund Benefit, for each surviving Dependent Child of the Insured Person, up to the maximum amount per family stated in the Policy Schedule.



### **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.

### **Home Care Benefit**

If an Insured Person is receiving benefits under Event 20 and requires full-time care We will pay an additional benefit where an immediate family member ceases permanent employment and is no longer earning an income solely because of the provision of that care.

The benefit We will pay is the lesser of:

1. the amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Home Care Benefit; or
2. the lost income the family member would have earned if the Insured Person had not been disabled.

This Benefit is payable while the Insured Person is totally disabled for a maximum of three (3) months and where a Doctor has certified in writing that the Insured Person is confined to bed due to Injury and requires full-time care.

### **Hospitalisation Waiting Period Waiver**

If during the Period of Insurance an Insured Person is hospitalised and receiving full-time care for a period of five (5) consecutive days immediately following an Injury which gives rise to a claim for benefits under Event 20, the Waiting Period shall be waived. This benefit is not payable if the Insured Person elects to be hospitalised or is discharged at any stage during the five (5) days.

### **Independent Financial Advice**

If an Insured Person sustains an Injury for which benefits are payable for Events 1 to 8.a., We will, at the request of the Insured, pay for the cost of professional financial planning advice in respect of the payment of the benefit, provided by a qualified financial planner who is not an Insured Person or their relative, up to the amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Independent Financial Advice. Costs must be incurred within six (6) months of the lump sum benefit being paid.

### **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 Policy Schedule against Section 2 – Personal Wellbeing – Modification Benefit, provided that medical evidence is presented from a Doctor certifying the modification and/or relocation is necessary.

### **Non-Medicare Medical Expenses**

If during the Period of Insurance an Insured Person is providing services, without payment, to an educational, religious, charitable or benevolent organisation and suffers an Injury, We will pay the Non-Medicare Medical Expenses incurred by the Insured Person, up to the

amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Non-Medicare Medical Expenses.

### **Orphan Benefit**

If during the Period of Insurance an Insured Person and their Spouse/Partner both suffer an Accidental Death resulting from the same Event and they are survived by Dependent Children, We will pay to the Insured Person's estate the amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Orphan Benefit, for each Dependent Child of the Insured Person, up to the maximum amount per family stated in the Policy Schedule.

### **Rehabilitation Benefit**

On the occurrence of Events 20 and/or 21, for which benefits are payable, We will pay for tuition or advice for an Insured Person from a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and is confirmed by the Insured Person's Doctor as being necessary. The maximum amount We will pay under this benefit is shown in the Policy Schedule against Section 2 – Personal Wellbeing - Rehabilitation Benefit.

### **Spouse/Partner Retraining Benefit**

If during the Period of Insurance the Insured Person suffers an Injury for which a benefit is paid for Events 1 or 2, We will at the request of the Insured, pay up to the amount shown in the Policy Schedule against Section 2 – Personal Wellbeing – Spouse/Partner Retraining Benefit, for the training or retraining of the Insured Person's Spouse/Partner:

1. for the sole purpose of obtaining gainful employment;
2. to improve their potential for employment;
3. to enable them to improve the quality of care they can provide to the Insured Person;

provided always that:

1. the Spouse/Partner has not attained the age of sixty-five (65) years of age at the commencement of the training;
2. the training is provided by a recognised institution with qualified skills to provide such training; and
3. costs must be incurred within six (6) months of the payment of the benefit for Events 1 or 2.

### **Student Tutorial Benefit**

If during the Period of Insurance an Insured Person who is a full-time student suffers an Injury and a Doctor certifies that the Insured Person is unable to attend classes as a result of the Injury, We will pay the reasonable and necessary costs incurred for home tutorial services, to the maximum amount shown in the Policy Schedule against Section 2 – Personal Wellbeing - Student Tutorial Benefit.

## Section 3 – Corporate Protection

### Extent of Cover

#### Chauffeur Benefit

On the occurrence of Events 20 and/or 21, for which benefits are payable, provided that medical evidence is presented from a Doctor certifying that the Insured Person is unable to operate a motor vehicle or travel on other available modes of public transport, We will pay up to the amount shown in the Policy Schedule against Section 3 – Corporate Protection – Chauffeur Benefit, for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the Insured Person directly to and from their normal place of residence and normal place of work.

#### Corporate Image Protection

If during the Period of Insurance an Insured Person sustains an Injury for which a benefit is paid under Events 1 or 2, We will pay the Insured the actual and reasonable expenses necessarily incurred for the services of image/public relations consultants for the purpose of protecting the Insured's corporate image, up to the amount shown in the Policy Schedule against Section 3 – Corporate Protection – Corporate Image Protection.

#### Disappearance

If the body of an Insured Person is not found within twelve (12) months after an Accident involving the conveyance in which they were travelling, 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, such Accidental Death benefit amount will be refunded to Us.

#### Funeral Expenses

If during the Period of Insurance an Insured Person suffers Accidental Death, We will reimburse the Insured or the Insured Person's estate, the reasonable expenses incurred up to the amount shown in the Policy Schedule against Section 3 – Corporate Protection – 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.

## General Conditions

**These General Conditions apply to all covers and the 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 8.a., no further benefits will be payable under Section 1 - Personal Accident - Part A - 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 will be paid.
  3. Weekly benefits shall not be payable:
    - (a) in excess of the maximum benefit period, as specified in the Policy Schedule, in respect to any one (1) Injury;
    - (b) for the Waiting Period;
    - (c) beyond the date of the Insured Person's death;
    - (d) once the Insured Person is deemed fit to return to work by a Doctor;
    - (e) for more than one (1) of the Events 20 and/or 21 that occur during the same period of time;
    - (f) if the Insured Person fails to provide Us with all requested information and other evidence reasonably required to assess their claim; or
    - (g) 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.
  4. 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 claimant 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.
  5. 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 Policy Schedule, inclusive of the benefit already received. If the Insured Person has worked on a full-time unrestricted basis for a 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 Policy Schedule 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 Insured Person can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of the 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.
6. If an Insured Person returns to work for more than five (5) days during the Waiting Period and suffers a recurrence 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.
  7. Sick leave, annual leave or other employer sponsored benefits are not required to be exhausted prior to the Insured Person making a claim under this Policy.
  8. 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 Policy Schedule and/or the Salary of the Insured Person.
  9. 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 twenty-five (25) percent of the amount payable for Event 20.
  10. Subject to Advanced Payment referred to under Section 2 - Personal Wellbeing, weekly benefits shall be payable fortnightly in arrears. Compensation for a period of less than one (1) week will be paid at the rate of one-seventh (1/7th) of the weekly benefit for each day during which the disability continues.

11. All benefits shall be payable to the Insured or such person(s) and in such proportions as the Insured shall nominate, unless otherwise stated in the Policy.
12. With respect to Section 1 - Personal Accident - Part A - Lump Sum Benefits, where the Lump Sum Benefit is Salary linked and the employee is not in receipt of a Salary, the benefit amount shall be fifty (50) percent of the maximum lump sum benefit stated in the Policy Schedule for the category applicable to such an employee.
13. With respect to Section 1 – Personal Accident – Part A – Lump Sum Benefits, the benefit payable in respect of Insured Persons under eighteen (18) years of age shall be limited to ten (10) percent of the sum insured shown in the Policy Schedule under Event 1 – Accidental Death or \$50,000, whichever is the lesser. With respect to Events 2 to 19, the benefit is limited to the lesser of the sum insured stated in the Policy Schedule or \$250,000.
14. With respect to Insured Persons aged between seventy- five (75) and ninety (90) years of age, cover under Section 1 – Personal Accident – Part A – Lump Sum Benefits Events 1 – 19 is reduced to a maximum amount of \$25,000 and Part B – Weekly Benefits – Injury under Section 1 – Personal Accident is not applicable.
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.

## General Exclusions

**These General Exclusions apply to all covers and the Policy unless expressly stated otherwise in the Policy.**

We will not be liable to 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 self-injury, suicide or any illegal or criminal act committed by the Insured, an Insured Person, a Spouse/Partner and/or Dependent Children;
3. the Insured Person exceeding the lawful blood alcohol limit, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of non-prescription drugs, including abuse of prescription drugs unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice;
4. Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth);
5. 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 which has arisen before an Insured Person has attained the age of ninety (90) years;
6. 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;
7. any claim which results from or is a complication of infection with Human Immunodeficiency Virus ('HIV') or any variance including Acquired Immune Deficiency Syndrome ('AIDS') and AIDS Related Complex ('ARC'), except to the extent that it is covered under Section 2 – Personal Wellbeing – Accidental HIV Infection Benefit;
8. 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;
9. any action taken in controlling, preventing, suppressing or in any way related to exclusion 8 above;
10. 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;
11. 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;
12. an Insured Person being exposed to the Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction;
13. a Cyber Event.

## General Provisions

**These General Provisions apply to all covers and the Policy unless expressly stated otherwise in the Policy.**

### Aggregate Limit of Liability

Our total liability for all claims arising under this Policy from any one (1) Event during any Period of Insurance shall not exceed the amount specified in the Policy Schedule. In the event that claims made under this Policy exceed the Aggregate Limit of Liability, then the amount by which the claims exceed it will be proportionally reduced.

### Alteration of Risk

The Insured must advise Us as soon as is reasonably practical of any alteration of the Insured's business activities which increase the risk of damage, Injury, liability or loss.

### Assistance and Co-operation

The Insured shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of law 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.

### Cancellation

The Insured may cancel this Policy at any time by notifying Us in writing. The cancellation will take effect from 4:00pm on the day We receive the Insured's written notice of cancellation or such time as may be otherwise agreed.

We may cancel the Policy or any Section thereof, for any of the reasons set out in Section 60 of the *Insurance Contracts Act 1984* (Cth). Cancellation by Us takes effect from 4:00pm on the day which is three (3) business days from the date We notify the Insured in writing.

If the Policy is cancelled by either the Insured or Us, We will refund the Premium for the Policy less a pro-rata proportion of the Premium to cover the period for which insurance applied and less any non-refundable government charges, taxes and levies. However We will not refund any Premium if We have paid a claim or benefit to the Insured or an Insured Person under the Policy.

### Cover for an Insured Person

Cover in respect to an Insured Person will end on the earlier of:

1. the date the Insured Person no longer meets the criteria for an Insured Person set out in the Policy Schedule;
2. the end of the Period of Insurance; or
3. when this Policy is cancelled by the Insured at their request or by Us pursuant to the *Insurance Contracts Act 1984* (Cth).

### Currency

All amounts shown in 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 and Insured Persons must take all reasonable care to prevent or minimise loss, damage, Injury or liability under this Policy.

### Fraudulent Claims

If the Insured or any person covered under this Policy makes 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.

### Notice of Claim

The Insured or any person entitled to claim under this Policy must give Fullerton Health Corporate Services ('Fullerton') written notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

Please send notice of any claim to:

Fullerton Health Corporate Services,  
Level 10, 33 York Street,  
Sydney NSW 2000

**Email:** [claims@fullertonhealthcs.com.au](mailto:claims@fullertonhealthcs.com.au)

### Other Insurance

In the event of a claim, the Insured or Insured Person must advise Us as to any other insurance that covers the same risk, 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, Australia or United States of America.

### **Subrogation**

When We pay any amount under this Policy, the Insured and the Insured Person or their legal representative agree that We shall be subrogated to all of the Insured's rights and the rights of each Insured Person or their legal representative to recover against any person or entity and the Insured 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 Insured nor the Insured Person nor their legal representative shall take action or wilful inaction after We have paid any amount, which will prejudice Our rights to subrogation.

### **Service of Suit**

The Underwriters hereon 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 Insured 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 Underwriters' behalf.
3. If a suit is instituted against one of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such court or any appellate court.

### **Several Liability Notice**

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

