

**Product Disclosure Statement and Policy Wording**

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AFS Licence No. 241461

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## **IMPORTANT CUSTOMER INFORMATION**

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### **Who is the Insurer**

The insurer is Wesfarmers General Insurance Limited, trading as Lumley Insurance, (ABN 24 000 036 279 AFS Licence No. 241461) . In this booklet unless otherwise stated, the insurer is called 'we', 'us', 'our' or 'Lumley Insurance'. Our contact details are on the front page of this document.

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

This document (which is our Product Disclosure Statement and policy wording ('PDS') contains important information about this Personal Accident & Sickness insurance and how it works. Before making a decision, please read this document carefully.

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.

### **How this insurance works**

This insurance is entered into with the insured and is designed to provide cover in relation to certain insured persons who fall within the eligibility criteria. In some cases the insured may also be an insured person. The insured and insured persons may also be referred to as 'you' and 'your' in this Important Information Section.

Those insured persons who fall within the eligibility criteria get automatic access to the cover we have agreed to provide under this Policy by way of a statutory right under section 48 of the Insurance Contracts Act 1984 (Cth).

Such persons have the same obligations in relation to a claim made by them that the insured would have to us (e.g. complying with claims conditions such as subrogation) and may discharge the insured's obligations in relation to a loss. The insurer has the same defences to an action by them as they would have against the insured.

They are not contracting insureds (e.g. they cannot cancel or vary the Policy – only the insured can do this) and do not enter into any agreement with us as their right is only provided by reason of the above section of the Insurance Contracts Act. Neither we nor the insured hold anything on trust or for the benefit of such persons.

The insured does not act as our agent, and acts independently from us in entering into this insurance to provide cover to insured persons, does not hold an Australian Financial Services Licence and is not authorised to provide any recommendations or opinions about the insurance or other financial services to an insured person.

Any notices of non renewal, variation, avoidance or cancellation will be sent by us to the insured not insured persons. The insured will notify insured persons when this occurs.

### **Applying for cover**

When the insured applies for this insurance, they will need to complete an application form. We will use and rely on the information supplied by them to decide the terms of cover we will provide. We provide cover to the insured and insured persons on the terms contained in this document and any other document that we tell them forms part of the terms and conditions of cover, including the most recent Schedule.

The Schedule will contain important information relevant to the insurance including who the insured and the insured persons are, the Period of Insurance, the applicable benefits and limits, the premium, details of the Excess Period and whether any standard terms have been varied by way of endorsement.

All of these make up the insured's 'Policy' with us. These documents should be kept in a safe place.

### **What you need to read**

To determine if this insurance is appropriate for you, it is important that you read:

- this Important Customer Information Section – it contains information on important matters you need to be aware of in relation to this insurance;

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**IMPORTANT CUSTOMER INFORMATION (continued)**

- the Definitions Section – it sets out what we mean by certain defined terms in this insurance;
- the Cover Section – it sets out the cover we can provide under this insurance;
- the General Exclusions Section – it sets out what we do not cover under any Section;
- the General Conditions Section – it sets out the details of the insured's, the insured persons' and our rights and obligations under this insurance, including what you need to do if you need to claim; and
- any other documents we provide about the insurance which may change the standard cover.

If you do not meet your obligations in relation to the Policy, we may cancel this insurance and/or reduce our liability in respect of a claim to the extent permitted by law.

**Services Provided by Lumley Insurance and General Advice Warning**

We are an Australian Financial Services Licensee (No. 241461) and are authorised under our licence to deal in and provide general advice on this insurance.

Any advice we or our representatives provide is general only and does not take into account your personal objectives, financial situation or needs. Because of this you should, before acting on the advice, decide if it is right for you and consider the information contained in this document carefully.

Our employees are paid an annual salary and possibly bonuses on achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to you unless they tell you otherwise.

**When you may not be covered**

We may refuse to pay or reduce the amount we pay under a claim in certain circumstances. In particular, where an exclusion applies and if you do not comply with the terms and conditions of the Policy.

An insured person's access to cover may end before the Period of Insurance ends. For example, if they reach a certain age, or if the insured cancels the Policy. Insured persons need to make sure they understand when this can occur.

We may cancel the Policy in certain circumstances permitted by law e.g. if the insured fails to comply with a condition or breaches its duty of disclosure. See the General Conditions for details. If this happens, the cover for insured persons will also cease, but this will not affect the rights of any person which arose before cancellation.

If the insured fails to comply with its duty or disclosure or makes a misrepresentation when applying for cover which is:

- fraudulent, we may treat the Policy as if it was never effected and the insured and insured persons, will not be entitled to cover.
- not fraudulent (or we choose not to exercise the above right), we may reduce our liability under the Policy in respect of a claim made under the Policy. We will, however, be entitled to cancel the Policy in accordance with our cancellation rights (see the General Conditions for details).

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## IMPORTANT CUSTOMER INFORMATION (continued)

### Summary of Cover and other significant matters

(Read the full terms, conditions and exclusions of the Policy for a full explanation of the cover)

By way of summary, either Injury Cover or Injury and Sickness Cover can be chosen. Sickness Cover is not available on its own. These covers provide:

- **Injury Cover** – if an insured person suffers a defined Injury (which must occur during the Period of Insurance and Scope of Cover) and this solely results in one of the covered Events set out in the Table of Benefits occurring within 12 consecutive calendar months of the insured person's Injury, 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.
- **Sickness Cover** - if an insured person suffers a defined Sickness (which must first occur or manifest itself during the Period of Insurance and Scope of Cover) and this solely and independently results in the insured person being Temporarily Totally Disabled within 12 consecutive calendar months of the Sickness first occurring or manifesting itself, we will pay the insured person (or such other person we specify in the Policy) the Weekly Compensation specified in the Table of Benefits for the disability.

Some Additional Benefits for Disappearance, Exposure, Rehabilitation Expenses and Home Renovation Expenses are provided.

Refer to each cover section for details on the basis on which we settle any claim.

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, conditions and exclusions. All amounts insured exclude GST.

You need to make sure that you are satisfied with the extent of the cover provided by this insurance. If not you may not get the cover you require.

### Excess Period

An 'Excess Period' applies for disablement 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 Schedule. This may be subject to an additional excess period that applies to disability claims arising from sporting injuries (see General Exclusion No. 7).

The Excess Period applies to all claims made under the Cover Sections of the Policy as a result of a recurrence of the same Injury or Sickness referred to in clause 2 'Specific limitations applicable to Weekly Compensation benefits' of the Limitations on the Cover section of this document on page No.15.

### Cost of the 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 and amount of cover requested;
- the insured person's age, sex, occupation, medical history and any dangerous activities they partake in;
- the size of the insured's payroll;
- the insured's previous insurance history.

Factors that increase the risk generally increase the premium (e.g. extra cover or higher sums insured or an adverse claims experience) and those that lower the risk, reduce the premium payable (e.g. less cover, a longer Excess Period or good claims experience).

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**IMPORTANT CUSTOMER INFORMATION (continued)**

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.

If cover is effected, the amounts due will be clearly set out in the Schedule.

The insured may be able 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 on time, 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.

Insured persons may need to pay the insured an amount in order to access the cover. The insured will inform an insured person if any amount is payable and how and when it must be paid before they access cover. Any such amount payable is not premium as insured persons are not contracting parties to the Policy.

**Duty of Disclosure**

Before a person enters into a contract of general insurance with us, they have a duty under the Insurance Contracts Act 1984 to disclose to us every matter that they know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

The Act imposes a different duty the first time that a person enters into this contract of insurance with us, to that which applies when they renew, vary, extend or replace this contract of insurance.

*The insured's Duty of Disclosure when they enter into this contract of insurance with us for the first time*

We will ask the insured various questions when they first apply for this contract of insurance that are relevant to our decision whether to accept the risk of insurance and if so, on what terms. When the insured answers those questions, they must:

- give us honest and complete answers;
- tell us everything they know; and
- tell us everything that a reasonable person in the circumstances could be expected to know.

*The insured's Duty of Disclosure when they renew, vary, extend, reinstate or replace this contract of insurance*

When the insured renews, extends, varies or reinstates their contract of insurance with us, the insured's duty is to disclose to us before the renewal, extension, variation or reinstatement, every matter that they know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

*What the insured does not need to tell us*

The duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or, in the ordinary course of business, ought to know;
- as to which compliance with the duty is waived by us.

*Who does the duty of disclosure apply to?*

The duty of disclosure applies to the insured.

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**IMPORTANT CUSTOMER INFORMATION (continued)**

*What happens if an insured does not comply with the duty of disclosure?*

If an insured fails to comply with the duty of disclosure, we may be entitled to reduce our liability under the Policy in respect of a claim or cancel the Policy. If the non-disclosure is fraudulent, we may be able to treat the Policy as if it was never effected.

**Cooling off rights**

Even after making a decision to purchase this insurance, the insured still has cooling off rights. The insured can return the Policy by notifying us in writing within 21 days of cover commencing and we will refund the premium paid less any government taxes and charges that we cannot recover unless something has occurred for which a claim may be payable under this insurance. Even after this cooling off period ends, the insured still has cancellation rights (See General Conditions).

**Confirming Transactions**

The insured may contact us in writing or by phone to confirm any transaction under the Policy if they or their financial services provider do not already have the required Policy confirmation details.

**Code of Practice**

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

We have adopted and endorsed the Code. For details please contact us.

**How to Make a Claim**

If an insured or an insured person wishes to make a claim, they should in the first instance contact their insurance broker, financial services provider or us.

Details about making a claim are set out in the General Conditions.

Before we pay any claim, we may require receipts or reports from one or more Medical Practitioners and other documentary evidence. Please ensure that these are kept in a safe place.

**Complaints - Internal and External Complaints Procedure**

If the insured or an insured person has a complaint, they should contact us and explain what the complaint is and the reasons behind it.

We will then either resolve or attempt to resolve the complaint immediately and if it is unresolved, we will refer the matter to our Internal Dispute Resolution Committee (IDRC).

If the insured or the insured person who has made the complaint is not satisfied with the decision of the IDRC, they may be able to access the services of an independent external dispute resolution body called Financial Ombudsman Service (FOS).

For further information about our dispute resolution process, please contact us.

**Privacy**

In this Privacy clause, 'you' and 'your' refers to the insured and each insured person.

We are bound by the National Privacy Principles of the Privacy Act 1988(Cth) when we collect and handle personal information provided by you (this includes the personal information of other persons that you, or others, have provided to us in relation to this insurance including insured persons).

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling. We also collect your personal information to conduct market or customer satisfaction research and to develop and identify products and services that may interest you. If necessary, we may collect information about your health and other sensitive information, but we will obtain your consent before doing so unless the collection is required or permitted by or under law.

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**IMPORTANT CUSTOMER INFORMATION (continued)**

We disclose personal information to persons we deal with in providing our services to you, for example, reinsurers, insurance intermediaries, insurance reference bureaus, credit reference agencies, our and your advisers and those involved in the claims handling process, for the purposes of assisting us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it. By providing your personal information to us, you consent to us making these disclosures.

Without this information, we may not be able to provide you with the services you require.

When you give us personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us and the types of third parties we may provide it to, the relevant purposes we and the third parties will use it for, and how they can access it. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

If you would like a copy of our Privacy Policy, would like to seek access to or correct your personal information, or opt out of receiving materials we send, please contact us.

**Updating our Product Disclosure Statement**

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 with 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 the insured with notice of this information in other forms or keep an internal record of such changes (the insured can get a paper copy free of charge by calling us).

**Compensation Arrangements**

The *Corporations Act 2001 (Cth)* requires licensees to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of this Act, unless an exemption applies. We are exempt from this requirement because we are an insurer supervised by the Australian Prudential Regulation Authority and subject to the prudential requirements of the *Insurance Act 1973 (Cth)*.

**Our contact details**

If the insured, an insured person or their financial services provider needs to contact us, have any questions or would like any further information regarding this insurance, please contact us using the contact details provided in this document or where relevant, or at our local office.

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## COVER

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### DEFINITIONS

In the Policy some words have a special meaning (whether expressed in the singular or the plural) and we define them below:

**"we", "us", "our" and "Lumley Insurance"** means the insurer, Wesfarmers General Insurance Limited ABN 24 000 036 279, trading as Lumley Insurance.

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

**"insured person"** means the persons named as insured persons in the Schedule

To assist in reading this document the following words have been printed in Titlecase wherever they appear in the Policy.

**"Act of Terrorism"** means an act, including but not limited to the use of force or violence and or threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic 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.

**"Accident" and "Accidental"** means a sudden, external, violent, visible, unusual and specific event which occurs fortuitously and is unforeseen or unintended by the insured person and which occurs at an identifiable time and place.

**"Aggregate Limit of Liability"** means the maximum amount we will pay for all claims arising under the Policy made by all insured persons during the Period of Insurance.

**"Benefit Period"** means the maximum period of time for which we will pay any Weekly Compensation for any one Injury or Sickness irrespective of whether claims are made under the Policy or another policy held by the insured or insured person with us, unless we have agreed to provide that cover in excess of this one. The relevant Benefit Period is specified in the Schedule.

**"Earnings"** means the insured person's gross weekly rate of pay exclusive (or inclusive if agreed with us in writing) of overtime payments, bonuses, commissions and allowances averaged over the period of 12 months prior to the date of the disablement (with respect to which we have agreed to pay a claim under the Policy) commenced or over such shorter period that an insured person has been continuously employed.

Earnings only include income that is earned by the insured person from their own personal exertion or labour and does not include income earned as a result of the personal exertion or labour of other persons unless we specifically agree otherwise in writing. It also does not include any income earned by the insured person as a result of any employment or services provided on a seasonal or temporary basis only unless notified in the Schedule.

**"Fingers or Toes"** means the digits of a hand or foot.

**"Injury"** means a bodily injury caused solely by an Accident and which occurs independently of any other cause or condition, including, but not limited to any other bodily injury, or any sickness, illness, disease, congenital or other condition where both the Accident and the bodily injury occur during the Scope of Cover and the Period of Insurance.

An Injury does not include a Sickness, Pre Existing Condition or any degenerative, congenital or other condition that does not result solely and directly from the Accident that caused the Injury.

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

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

**"Loss of Use"** means loss of, by physical severance, or total and Permanent loss of the effective use of the part of the body referred to in the Table of Benefits.

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**DEFINITIONS (continued)**

**"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.

**"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 or any future Period of Insurance for any policy the insured may enter into with us upon renewal. Each period is treated as separate.

**"Permanent"** means lasting 12 consecutive calendar months and at the expiry of that period is certified by a Medical Practitioner as being beyond hope of improvement.

**"Permanent Total Disablement"** means Total Disablement which has lasted for at least 12 consecutive calendar months from the date of the Injury and which is certified by a Medical Practitioner as beyond hope of improvement and which entirely prevents the insured person forever from engaging in any occupation, profession, business or employment that they are reasonably fitted for by way of education, training and experience.

**"Policy"** means this document and the Schedule and any other documents we issue to the insured which are expressed to form part of the policy terms and set out the cover we provide for the Period of Insurance. For the sake of clarity, it does not include any prior policy that this is a renewal of or any future policy that is a renewal of this Policy.

**"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 is aware or a reasonable person in the circumstances would be expected to have been aware; or
- for which the insured person has sought or received medical attention, undergone tests or taken prescribed medication,

prior to the commencement of the Period of Insurance.

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

**"Schedule"** means the schedule we give the insured including any endorsements which contain the details of the cover specific to the insured and insured persons.

**"Scope of Cover"** means the operative time of the cover under this Policy as specified in the Schedule.

**"Sickness"** means a sickness, illness or disease that is not an Injury or a Pre Existing Condition and which 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 manifests itself during the Scope of Cover and the Period of Insurance;
- 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.

Sickness is not a bodily injury or a congenital condition.

**"Temporary Partial Disablement"** means the insured person is wholly and continuously prevented from engaging in a substantial part of the duties normally undertaken by them in connection with their occupation, profession, business or employment, and are under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner and the disablement is not Permanent.

**"Temporary Total Disablement"** means Total Disablement which is not Permanent Total Disablement.

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**DEFINITIONS (continued)**

**"Total Disablement"** means the insured person is wholly and continuously prevented from engaging in their usual occupation, profession, business or employment or any other occupation, profession, business or employment for which they are reasonably qualified by experience, education or training, and are under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner.

**"Excess Period"** means the period specified in the Schedule for which no Weekly Compensation is payable by us, commencing on the first day of Total Disablement or Temporary Partial Disablement for which medical treatment was sought in respect of an Injury or Sickness. Where the Excess Period applies we will not pay any claim unless the insured person is Totally or Partially Disabled for a continuous period that is longer than the Excess Period and they would otherwise be entitled to compensation under this insurance.

**"Weekly Compensation"** means the weekly compensation payable for the Weekly Benefit Events specified in the Table of Benefits.

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**COVER SECTIONS**

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Provided the insured has paid the premium for the relevant cover(s) to us, the insured person(s) are covered for either or both of the following (as shown in the Schedule).

**INJURY COVER (Only applicable if specified as covered in the Schedule)**

If an insured person suffers an Injury which results in any of the Capital Benefit Events 1-18 or Weekly Benefit Events 19-20 in the Table of Benefits below and the Event:

- (a) is specified as applicable in the Schedule; and
- (b) occurs within 12 consecutive calendar months of the Injury,

we will pay the insured person (or in the case of death, to their legal personal representative, or such other person or entity as we may specify in the Policy) the compensation specified for the relevant Event set out in the Table of Benefits, subject to the other terms, conditions and exclusions of the Policy.

**SICKNESS COVER (Only applicable if the insured person is covered for Injury Cover and if specified as covered in the Schedule)**

If an insured person is covered for Injury Cover and they suffer a Sickness and this Sickness results in Weekly Benefit Event 21 in the Table of Benefits occurring within 12 consecutive calendar months of the Sickness, we will pay the insured person (or such other person or entity as we may specify in the Policy) the Weekly Compensation specified in the Table of Benefits for Event 21, subject to the other terms, conditions and exclusions of the Policy.

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**COVER SECTIONS (continued)****TABLE OF BENEFITS****Capital Benefit Events****Compensation – Capital Benefit**

The Compensation for the following Capital Benefits Events (where specified as applicable in the Schedule) shall be payable as a percentage of the Capital Benefit Sum Insured specified in the Schedule. The benefits are subject to the Limitations on the Cover section below as well as the other limits, exclusions and conditions that apply under the Policy.

Injury (as defined) resulting in:

1.	Accidental loss of life	1.	100%
2.	Permanent Total Disablement	2.	100%
3.	Permanent Quadriplegia	3.	100%
4.	Permanent total Loss of Use of one or two Limbs	4.	100%
5.	Permanent total loss of sight in one or both eyes	5.	100%
6.	Permanent and incurable insanity	6.	100%
7.	Permanent total loss of hearing in	7. a)	100%
	a) both ears	7. b)	20%
	b) one ear		
8.	Permanent total loss of lens of one eye	8.	60%
9.	Permanent total Loss of Use of Fingers of either hand:		
	a) three joints	9. a)	10%
	b) two joints	9. b)	8%
	c) one joint	9. c)	5%
10.	Permanent total Loss of Use of one thumb of either hand:		
	a) both joints	10. a)	30%
	b) one joint	10. b)	15%
11.	Permanent total Loss of Use of Toes of either foot:		
	a) all one foot	11. a)	15%
	b) big toe, both joints	11. b)	5%
	c) big toe, one joint	11. c)	3%
	d) other than big toe, each toe.	11. d)	1%
12.	Fractured leg or patella with established non-union	12.	10%
13.	Permanent total Loss of Use of four Fingers and one thumb of either hand	13.	70%
14.	Permanent total Loss of Use of four Fingers of either hand	14.	40%
15.	Shortening of leg by at least 5cm	15.	7.5%
16.	Burns or disfigurement extending to more than 50% of the entire body	16.	50%
17.	Permanent disability not otherwise provided for under the above Capital Benefit Events 7 to 16 inclusive. Such percentage not exceeding 75% of the Capital Benefit Sum Insured shall be determined by the opinion of not less than three Medical Practitioners, the first shall be the insured person's treating Medical Practitioner and the other two shall be appointed by us. If there is disagreement between the Medical Practitioners then the percentage to be awarded shall be taken as the average of the three opinions.	17.	up to 75%
18.	Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth. Maximum \$10,000 per event.	18.	1.00% per tooth

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**TABLE OF BENEFITS (continued)****Weekly Benefit Events****Weekly Compensation**

The Weekly Compensation for the following Weekly Benefits Events shall be payable as specified for the relevant Event below. The benefits are subject to the Limitations on the Cover section below as well as the other limits, exclusions and conditions that apply under the Policy.

- |     |  |   |
|-----|--|---|
| 19. | Temporary Total Disablement caused directly and solely by Injury   | During such disablement, the insured person's Weekly Benefit or percentage of Earnings as specified in the Schedule, whichever is the lesser and commencing from the first treatment by a Medical Practitioner. |
| 20. | Temporary Partial Disablement caused directly and solely by Injury | During such disablement, an amount calculated at 25% of the Temporary Total Disablement weekly Injury benefit payable under Weekly Benefit Event 19 subject to the terms and conditions of this Policy.         |
| 21. | Temporary Total Disablement caused directly and solely by Sickness | During such disablement, the insured person's Weekly Benefit or percentage of Earnings as specified in the Schedule, whichever is the lesser and commencing from the first treatment by a Medical Practitioner. |

**ADDITIONAL BENEFITS****Disappearance**

If during the Period of Insurance and Scope of Cover, a conveyance on which the insured person is travelling, sinks or is wrecked and the insured person's body has not been found within 12 consecutive calendar months after the date of that disappearance, sinking or wrecking, we will presume that the insured person has died as a result of Injury at that time and the Accidental Loss of Life Benefit (Capital Benefit Event 1) will be payable accordingly. Any payment for Capital Benefit Event 1 as a result of this clause is subject to receipt of a signed undertaking by the insured or legal representative of the insured person's estate that any such compensation shall be refunded if it is later demonstrated that the insured person did not die as a result of an Injury.

**Exposure**

If by reason of an Injury occurring during the Period of Insurance and Scope of Cover the insured person is exposed to the elements and as a result of such exposure, suffers a condition for which benefits are payable as set out in the Table of Benefits, such condition will be treated as though it were caused by an Injury for the purpose of this Policy.

**Rehabilitation Expenses**

If we have paid for a claim under a condition listed under the Weekly Benefits section in the Table of Benefits, we will also pay expenses incurred for tuition or advice from a licensed vocational school, provided such tuition or advice is undertaken with our prior written agreement and the agreement of the insured person's attending Medical Practitioner. Payments under this provision will be limited to \$500 per month and will be payable for a maximum of six consecutive months.

**Home Renovations**

If an insured person is entitled to claim compensation under the Table of Benefits, Capital Benefit Events 2 to 6, and is also as a direct result of such Injury required to renovate their residence (including but not limited to the installation of ramps for external or internal wheel chair access, internal guide rails, emergency alert system and similar disability aids) in order to perform daily lifestyle activities such as washing, cooking, bathing, dressing and movement around their residence, we will pay 80% of the cost incurred for such renovations up to a maximum of \$10,000.

This additional benefit is only payable;

- a) where such renovations are undertaken with our prior written agreement and the agreement of the insured person's attending Medical Practitioner; and
- b) in respect of one residence only, and
- c) where the payment of the benefit does not constitute the carrying on of a "Health Insurance Business" as defined under the National Health Act, 1953 (Cth), the Private Health Insurance Act, 2007 (Cth) or any succeeding legislation to those Acts or would result in a breach of the provisions of the Health Insurance Act, 1973 (Cth).

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**LIMITATIONS ON THE COVER**

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**1. Specific limitations applicable to compensation payable for Events 1- 20**

In respect of Events 1-20:

- (a) compensation shall not be payable for more than one Event in respect of the same Injury, in which case the highest compensation will be payable.
- (b) if the insured person becomes entitled to Weekly Compensation and compensation for a Capital Benefit for the same Injury we will pay them the higher benefit entitlement.
- (c) if the insured person is in receipt of Weekly Compensation and becomes entitled to receive compensation for a Capital Benefit as a result of the same Injury, we will also pay the Capital Benefit sum if it is higher. If we pay the higher Capital Benefit sum, then the Weekly Compensation being paid for that Injury will cease and we will have no further liability under the Policy. Any Weekly Compensation already paid will not be deducted from the Capital Benefit sum.

**2. Specific limitations applicable to Weekly Compensation benefits**

The following apply in relation to Weekly Compensation:

- (a) Weekly Compensation for a period of less than one week will be paid at a rate of one-seventh (1/7th) of the Weekly Compensation for each day disablement continues.
- (b) Weekly Compensation shall not be payable for more than one of the Events 19, 20 and 21 in respect of the same period of time.
- (c) no Weekly Compensation shall be payable for disablement during the Excess Period.
- (d) the Excess Period for Weekly Compensation from any Injury resulting from training or playing any code of amateur football is 28 days or the Excess Period shown in the Schedule, whichever is the greater.
- (e) if, while the Policy is in force the insured person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless between such periods the insured person has worked on a full-time basis for at least 6 consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new Injury or Sickness and a new Excess Period shall apply and the continuing period of disablement will accumulate to the prior claim period.
- (f) no further compensation will be payable under the Policy and all cover will cease for an insured person if the insured person becomes entitled to:
  - (i) a 100% Capital Benefit Sum Insured payment as stated in the Schedule; or
  - (ii) the payment of Weekly Compensation for the maximum Benefit Period stated in the Schedule.
- (g) if the insured person is entitled to receive:
  - (i) a weekly or periodical disability benefits from any other policy of insurance; and/or
  - (ii) a weekly or periodical disability payments under any Workers Compensation Act, Transport Accident Act, Statutory compensation, or any ordinance or any other legislation having similar effect; and/or
  - (iii) a weekly benefit from any other employment or occupation;

then any Weekly Compensation payable under this Policy will be reduced by the amount the insured person receives from any of the above to limit the total Weekly Compensation for that insured person to the Weekly Benefit as stated in the Schedule, whichever is the lesser.

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**LIMITATIONS OF COVER (continued)**

- (h) if an insured person dies as a result of an Injury and Capital Benefit Event 1 is not specified as insured on the Schedule, then compensation shall only be payable under the Policy in respect of Weekly Benefit Events 19 and/or 20 to the extent of the maximum Benefit Period shown against such Events or to the date of the insured person's death as a result of the Injury whichever first occurs.
- (i) all Weekly Compensation is paid in arrears.
- (j) all Weekly Compensation will cease on the date of death of the insured person.

**3. General limitations on compensation benefits**

The following general limits apply in relation to compensation benefits:

- (a) compensation benefits shall not be payable beyond the date of the insured person's death with the exception of the Accidental Loss of Life benefit (Capital Benefit Event 1) if this is shown as covered in the Schedule.
- (b) if a sum is shown in the Schedule as being the Aggregate Limit of Liability, we shall not be liable to pay compensation under the Policy totalling in all more than the Aggregate Limit of Liability Sum Insured for all claims arising under the Policy made by all insured persons during the Period of Insurance shown in the Schedule.

**4. Limitation of weekly benefits outside Australia**

If an insured person has made a claim and is in receipt of Weekly Compensation under the Policy and travels or resides outside Australia for a period of more than 3 consecutive months (unless otherwise agreed with us in writing), then the Weekly Compensation payable under the Policy will cease at the end of the 3 months taken from the date the insured person left Australia or the remaining unpaid Benefit Period, whichever occurs first. If the insured person returns to reside in Australia prior to the expiry of the 3 months period (or other period as agreed by us in writing) then Weekly Compensation payments can continue for any remaining Benefit Period left under the Policy, subject to all other terms, conditions and exclusions of the Policy.

**5. Age Limitation**

This Policy does not cover insured persons who are under 18 years of age or over 65 years of age, unless otherwise agreed with us in writing and shown in the Schedule. This also applies to any entitlement to claim benefits where the date of loss for that insured person was outside specified age limits.

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## GENERAL EXCLUSIONS

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

1. a Pre Existing Condition;
2. war, riot, civil commotion, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
3. riot or civil commotion;
4. taking part in, or training for, any professional sporting or professional theatrical activities;
5. being engaged in any aerial activity, other than as a passenger in a licensed aircraft;
6. intentional self-inflicted Injury or Sickness, self harm, suicide or attempt at suicide;
7. any condition attributable to pregnancy, childbirth or miscarriage or complications of these unless the insured person is continuously confined to bed on advice from a duly qualified Medical Practitioner and the term of the pregnancy has not exceeded 26 weeks;
8. any Injury or Sickness to any insured person arising directly or indirectly from Acquired Immune Deficiency Syndrome (AIDS) disease, AIDS related disease or Human Immunodeficiency Virus (HIV) infection;
9. the insured person being under the influence of or addiction to drugs or alcohol (other than drugs prescribed by a Medical Practitioner which are being taken as directed);
10. the insured person's own illegal or criminal act;
11. any Act of Terrorism;
12. any psychiatric or psychological disorder, stress, stress-related disorders, including, but not limited to depression, anxiety, physical fatigue or associated disorders whether or not as a result of an Injury or Sickness;
13. ionizing radiation of from contamination by radioactivity from any form of nuclear fuel or nuclear waste.

We also do not pay:

- any benefit that if the benefit were paid, that payment would constitute the carrying on of a "Health Insurance Business" as defined under the National Health Act, 1953 (Cth), the Private Health Insurance Act, 2007 (Cth) or any succeeding legislation to those Acts or would result in a breach of the provisions of the Health Insurance Act, 1973 (Cth); or
- for any Sickness, Injury or Event under the Policy if the insured person has agreed not to seek compensation from another person(s) or organisation(s) that are or may be liable to compensate the insured person for any loss that is covered by the Policy.

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## GENERAL CONDITIONS

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### 1. Cancellation

- (a) The insured may cancel the Policy at any time by telling us in writing.
  - (i) If the insured cancels the Policy, (subject to the cooling off period rights) we shall retain and be entitled to the proportional premium for the period during which the Policy has been in force plus our cancellation charge.
  - (ii) Cancellation by the insured will be effective when we receive the request.
  - (iii) Where there is more than one insured under the Policy, we will only cancel the Policy when a written agreement to cancel it is received from all insureds.
- (b) We may only cancel the Policy by giving the insured written notice and in accordance with the provisions contained in the Insurance Contracts Act 1984, including where the insured has:
  - (i) made a misrepresentation to us before the Policy was entered into,
  - (ii) failed to comply with the Duty of Disclosure,
  - (iii) failed to comply with a provision of the Policy including failure to pay the premium,
  - (iv) made a fraudulent claim under the Policy or any other Policy during the time the Policy has been in effect,
  - (v) failed to notify us of a specific act or omission as required by the Policy,
  - (vi) failed to tell us about any changes in the circumstances of the risk during the Period of Insurance.
- (c) If we cancel the Policy, we will advise the insured in writing and cancellation will take effect at whatever is the earlier of the following times:
  - (i) when another contract of insurance is taken out by the insured to replace the Policy, or
  - (ii) at 4.00p.m. Local Standard Time of the third day after the day on which notice was given to the insured or such later time as we may specify in the notice.

After cancellation and subject to the cooling off period rights (See Important Customer Information section), we will keep the premium for the period that the Policy was in force and we will return to the insured the unexpired portion of the premium for the period from the date the Policy was cancelled to the due date of the Policy. We will not refund any premium if a claim has been made under any section of this policy.
- (d) Where the Policy is cancelled, we will not notify any insured persons. All the insured persons will be notified by the insured.

### 2. Individual Termination of Insurance

The insurance of any insured person will immediately terminate on the earliest of the following dates:

- (a) on the date this 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 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) on the date the insured person gives us written notice to terminate their insurance cover;

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**GENERAL CONDITIONS (continued)**

- (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 Limitations specified in the Policy or as shown in the Schedule.

**3. Change of Occupation**

We provide cover under the Policy to the insured on the basis that insured persons will continue in their occupation shown on the Schedule for the Period of Insurance.

The insured must give us immediate written notice if an insured person changes their occupation and must agree to pay an additional premium if we require it.

We will not pay any claim made by any insured person who has changed their occupation in respect of:

- (a) any Injury or Sickness arising out of or in the course of an occupation of greater risk than the occupation disclosed for the insured person in the application form, unless we have agreed to the change in occupation and where we have been prejudiced by such non-disclosure of change in occupation.

**4. Instalment Premium Payments**

Where we agree that the insured can pay the premium by 7 or more premium instalments each year and the insured fails to pay an instalment on time:

- (a) then if the instalment is more than 14 days overdue, we may refuse to pay a claim arising after the instalment was due. If an instalment is less than 14 days overdue, we are entitled to deduct the overdue amount from any claim settlement, and
- (b) we may automatically cancel the Policy if any Premium instalment is more than 30 days in arrears.

**5. Auditing Instalment Premium Payments**

We may at any time after giving the insured reasonable notice audit any of the insured's premium instalment payments.

**6. Other insurance**

To the extent permitted by law, when other insurance applies to a covered loss, we will pay only in excess of the other insurance, limited to the indemnity being provided under the Policy.

Should the insured or an insured person make a claim under the Policy they must advise us of any other insurance which may cover the loss.

**7. What the insured or insured person must do if they need to claim:**

- (a) Provide written notice to us at either of the offices shown on the front of the PDS and Policy Wording within 30 days after the occurrence of any Event set out in the Table of Benefits in respect of which a claim has arisen or may arise.
- (b) Compensation shall not be payable unless the insured person shall as soon as possible after the happening of any Injury or Sickness giving rise to a claim under the Policy procure and follow proper medical advice from a Medical Practitioner.
- (c) As often as reasonably required by us, submit to medical examination by a Medical Practitioner, including, but not limited to any Medical Practitioner we direct the insured person to use, on our behalf and at our expense.
- (d) Provide all information, certificates and evidence required by us at the insured or insured person's expense in such form and of such nature as we shall prescribe.
- (e) Provide written proof of loss to us at our office within 30 days after the date of the Event.

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**GENERAL CONDITIONS (continued)**

- (f) In the case of the insured person's death entitle us to have a post-mortem examination at our expense.

If the insured or insured person does not meet these requirements we may, to the extent permitted by law, refuse to pay a claim.

**8. Claim Payment Procedures****(a) Report of claim forms**

We will, upon receipt of a notice of claim, furnish such forms as are usually required by us for filing proof of loss.

**(b) Time of the payment of claim**

Compensation other than periodic payments will be paid immediately upon acceptable and verifiable written proof of the event. Periodic payments will be paid monthly, after the Excess Period or any other such period that may apply and all documentation required by us is provided to us. Refer to the GST clause below for details of the GST impact on any claim settlement.

**(c) Subrogation**

We have the right to exercise the legal rights of the insured and/or insured person to conduct, defend or settle any legal recovery action that we consider necessary and to do so in the insured and/or insured person's name. The insured and/or insured person must not take any action to prejudice any such right of recovery and must co-operate and do all things necessary to enable the recovery action to be prosecuted. This includes providing any statements, documents or assistance we require, including the giving of evidence in court.

**9. GST/ Tax or Imposts**

All amounts insured by this Policy exclude GST. The insured or insured person should ensure that the amounts are appropriate for them and will cover their potential loss.

Any claim settlements, up to the total of all amounts insured, will exclude GST. However, if there is a shortfall between the GST applicable to the insured or insured person's claim settlement (being the claim settlement multiplied by the GST rate) and the amount of input tax credit the insured or insured person is entitled to for that GST, we will pay this shortfall in addition to the claim settlement.

We will not be liable to pay any GST, or any fine, penalty or charge that the insured or insured person is liable for, arising out of the insured or insured person's misrepresentation of, or failure to disclose, the insured or insured person's proper input tax credit entitlement in the settlement of any claim or payment of any premium relating to the Policy.

Where we believe we will become liable for any tax or other imposts levied by any Commonwealth or State government, authority or body in connection with the Policy, we may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under the Policy in the manner and to the extent we determine to be appropriate to take account of the tax or impost.

**10. Jurisdiction and service of suit**

This insurance is subject to the laws of the State or Territory in Australia where the Policy was issued.

**11. Notices**

We will give the insured any notice in writing. It will be effective from the earlier of the time of:

- (a) delivery to the insured personally; or  
(b) postage to the insured's address last known to us.

It is important the insured tells us of any change of address as soon as possible.

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**GENERAL CONDITIONS (continued)**

**12. Changing the Policy**

Any change to the Policy we agree with the insured becomes effective when:

- (a) we tell the insured we have agreed to it, or
- (b) we give the insured a new Schedule or endorsement detailing the change.

**13. Transfer of interests.**

No interest in the Policy can be transferred without our written consent.