

### **Policy Schedule**

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Important Notice: This Schedule should be read in conjunction with your Policy Wording, which together comprise your contract of insurance with the insurer. Please refer to both documents for full terms, conditions, exclusions and specific endorsements of your policy.

#### **Vertex Group Personal Accident and Sickness**

Policy Number 0020071

Policyholder Royal Melbourne Institute of Technology trading as RMIT University (ABN 49 781 030

034), its subsidiaries and its controlled entities; including: RMIT Foundation; Royal Melbourne Institute of Technology trading as RMIT University (ABN 49 781 030 034), its subsidiaries and its controlled entities; including: RMIT Foundation; RMIT Connect and Student Life (formerly RMIT Link) (ABN 62 120 014 671); RMIT Training Pty Ltd (ABN 61 006 067 349); RMIT Holdings Pty Ltd (ABN 74 096 911 312); RMIT University Student Union Incorporated (ABN 90 575 269 384) previously RMIT University Student Union (ABN 95 180 228 197); RMIT University Vietnam Limited Liability Company trading as RMIT International University Vietnam; RMIT Training Pty Ltd operating as RMIT Training Middle East; Royal Melbourne Institute of Technology Spain, S.L. trading as RMIT Europe; RMIT University Indonesia Pty Ltd (ABN 44 614 474 074) (de-registered 2/11/2022); RMIT Online Pty Ltd (ABN 38 614 454 170). RMIT University is part of a national collaborative group of five major Australian universities

that form the Australian Technology Network of Universities (ATN). The ATN universities undertake collaboration activities together, however we each retain our

individual entity status.

**Period of Insurance** (a) 01 November 2025 to

Aon Reference: MEL 0XGGQ D095003/010

01 November 2026 4:00 PM Local Time

(b) or any further period for which renewal has been agreed

**Currency** All Limits and Premiums are in Australian Dollars (AUD)

#### **Geographical Limits**

Aon Reference: MEL 0XGGQ D095003/010

Worldwide

#### **Covered Persons**

#### Category A

Full and part-time Students who are Members of the Insured Organisation.

#### Category B

Active life and active associate members of the Insured organisation, alumni members including graduates who join the organisation and subscribing members of the Association and RMIT Student Union Council Members as well as general members of RMIT sports, arts, culture and recreational clubs including RMIT Link and/or RUSU clubs.

#### **Category C**

Staff of the Insured Organisation and the staff of the University, RMIT Link staff, RMIT Student Union staff, staff of the Insured Organisation, and contractors.

#### **Category D**

All Board Members, Council and Committee Members, Voluntary Workers and Visiting Lecturers of the Insured.

#### Category E

Student Pilots and Flight Instructors of the Insured.

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#### Scope of Cover

#### Category A

Other

The coverage afforded by this Policy shall only apply whilst an Insured Person is on Campus and/or engaged in University/Course/Sport related activities and/or practical placement or community activities authorised by and under the control of the Insured including direct uninterrupted travel to and such activities and provided such travel excludes everyday travel to and from University. Coverage extends to include everyday travel to and from their place of work, for staff members of the Policyholders only.

#### **Category B**

Other

The coverage afforded by this Policy shall only apply whilst an Insured Person is on Campus and/or engaged in University/Course/Sport related activities and/or practical placement or community activities authorised by and under the control of the Insured including direct uninterrupted travel to and such activities and provided such travel excludes everyday travel to and from University. Coverage extends to include everyday travel to and from their place of work, for staff members of the Policyholders only.

#### Category C

Other

The coverage afforded by this Policy shall only apply whilst an Insured Person is on Campus and/or engaged in University/Course/Sport related activities and/or practical placement or community activities authorised by and under the control of the Insured including direct uninterrupted travel to and such activities and provided such travel excludes everyday travel to and from University. Coverage extends to include everyday travel to and from their place of work, for staff members of the Policyholders only.

#### **Category D**

Other

The coverage afforded by this Policy shall only apply whilst an Insured Person is on Campus and/or engaged in University/Course/Sport related activities and/or practical placement or community activities authorised by and under the control of the Insured including direct uninterrupted travel to and such activities and provided such travel excludes everyday travel to and from University. Coverage extends to include everyday travel to and from their place of work, for staff members of the Policyholders only.

#### **Category E**

Other

Aon Reference: MEL 0XGGQ D095003/010

The coverage afforded by this Policy shall only apply whilst an Insured Person is on Campus and/or engaged in University/Course/Sport related activities and/or practical placement or community activities authorised by and under the control of the Insured including direct uninterrupted travel to and such activities and provided such travel excludes everyday travel to and from University. Coverage extends to include everyday travel to and from their place of work, for staff members of the Policyholders only.

#### Section 1 - Personal Accident & Sickness Cover

### Part A – Lump Sum Benefits

	Category A		
	Accidental Death - Event 1 Lump Sum Benefit	\$	100,000
	Bodily Injury - Events 2-25 Lump Sum Benefit	\$	100,000
	Category B		
	Accidental Death - Event 1 Lump Sum Benefit	\$	100,000
	Bodily Injury - Events 2-25 Lump Sum Benefit	\$	100,000
	Category C		
	Accidental Death - Event 1 Lump Sum Benefit	\$	100,000
	Bodily Injury - Events 2-25 Lump Sum Benefit	\$	100,000
	Category D		
	Accidental Death - Event 1 Lump Sum Benefit	\$	250,000
	Bodily Injury - Events 2-25 Lump Sum Benefit	\$	250,000
	Category E		
	Accidental Death - Event 1 Lump Sum Benefit	\$	100,000
	Bodily Injury - Events 2-25 Lump Sum Benefit	\$	100,000
Part B – Bodily Injury Benefits			
	Category A		
	Resulting in Surgery - Events 26-30	\$	20,000
	Weekly Benefits - Events 31-32	\$ 1,000 x 19 (Bene	56 Weeks fit Period)
	Not Exceeding % of Covered Persons Salary		85%
	Excess Period		5 days

### Category B

Category B	
Resulting in Surgery - Events 26-30	\$ 20,000
Weekly Benefits - Events 31-32	\$ 1,000 x 156 Weeks (Benefit Period)
Not Exceeding % of Covered Persons Salary	85%
Excess Period	5 days
Category C	
Resulting in Surgery - Events 26-30	\$ 20,000
Weekly Benefits - Events 31-32	\$ 1,000 x 156 Weeks (Benefit Period)
Not Exceeding % of Covered Persons Salary	85%
Excess Period	5 days
Category D	
Resulting in Surgery - Events 26-30	\$ 20,000
Weekly Benefits - Events 31-32	\$ 2,500 x 104 Weeks (Benefit Period)
Not Exceeding % of Covered Persons Salary	85%
Excess Period	7 days
Category E	
Resulting in Surgery - Events 26-30	\$ 20,000
Weekly Benefits - Events 31-32	\$ 1,000 x 156 Weeks (Benefit Period)
Not Exceeding % of Covered Persons Salary	85%
Excess Period	7 days

#### Part C - Sickness Benefits

Aon Reference: MEL 0XGGQ D095003/010

	Category A	
	Resulting in Surgery - Events 33-36	\$ 20,000
	Weekly Benefits - Events 37-38	Not Insured
	Category B	
	Resulting in Surgery - Events 33-36	\$ 20,000
	Weekly Benefits - Events 37-38	Not Insured
	Category C	
	Resulting in Surgery - Events 33-36	\$ 20,000
	Weekly Benefits - Events 37-38	Not Insured
	Category D	
	Resulting in Surgery - Events 33-36	\$ 20,000
	Weekly Benefits - Events 37-38	Not Insured
	Category E	
	Resulting in Surgery - Events 33-36	\$ 20,000
	Weekly Benefits - Events 37-38	Not Insured
Part D - Fractured Bones		
	Category A	
	Lump Sum Benefits - Events 39-48	\$ 2,000
	Category B	
	Lump Sum Benefits - Events 39-48	\$ 2,000
	Category C	
	Lump Sum Benefits - Events 39-48	\$ 2,000
	Category D	
	Lump Sum Benefits - Events 39-48	\$ 2,000
	Category E	
	Lump Sum Benefits - Events 39-48	\$ 2,000
Part E – Loss of Teeth or Dental	Procedures	
	Category A	

Lump	Sum Benefits - Events 49-50	\$	10,000
Limit p	Limit per Tooth		250
Categ	jory B		
Lump	Sum Benefits - Events 49-50	\$	10,000
Limit p	per Tooth	\$	250
Categ	jory C		
Lump	Sum Benefits - Events 49-50	\$	10,000
Limit p	per Tooth	\$	250
Categ	jory D		
Lump	Sum Benefits - Events 49-50	\$	10,000
Limit p	per Tooth	\$	250
Categ	jory E		
Lump	Sum Benefits - Events 49-50	\$	10,000
Limit p	per Tooth	\$	250
Extension Applicable to All Categories			
2.1	Accidental HIV Infection Benefit	\$	30,000
2.2	Accommodation and Transport Expenses Benefit	\$	10,000
2.3	Air or Road Rage Incident - Expenses Benefit	\$	5,000
2.4	Air or Road Rage Incident, Carjacking or Unprovoked Assault - Identity Theft Benefit	\$	15,000
2.5	Bed Care Benefit		
	Weekly Benefit	\$	500
	Maximum number of weeks		26
2.6	Cancer Benefit	\$	5,000
2.7	Carjacking Incident - Excess and Vehicle Hire Benefit	\$	5,000
2.8	Carjacking Incident - Lump Sum Benefit	\$	5,000
2.9	Chauffeur Services Benefit	\$	2,500
2.10	Childcare Benefit	\$	5,000
2.11	Coma Benefit		

	Daily Benefit	\$ 50
	Maximum number of consecutive days	120
2.12	Concussion Benefit	
	Maximum amount per Bodily Injury	\$ 2,500
	Maximum amount per Covered Person per Period of Insurance	\$ 5,000
2.13	Corporate Image Protection Benefit	
	Maximum amount any one corporate image event	\$ 15,000
2.14	Dependent Children Supplement	
	Maximum amount per Dependent Child	\$ 5,000
	Maximum amount per Family	\$ 15,000
2.16	Education Fund Benefit	
	Maximum amount per Dependent Child	\$ 5,000
	Maximum amount per Family	\$ 15,000
2.17	Emergency Home Help Benefit	
	Weekly Benefit	\$ 500
	Maximum number of weeks	26
2.19	Executor Emergency Cash Advance benefit	\$ 25,000
2.21	Funeral Expenses Benefit	\$ 7,500
2.23	Home Care Benefit	
	Weekly Benefit	\$ 500
	Maximum number of weeks	26
2.24	Independent Financial Advice Benefit	\$ 7,500
2.25	Modification Expenses Benefit	\$ 10,000
2.26	Orphan Benefit	
	Maximum amount per Dependent Child	\$ 10,000
	Maximum amount per Family	\$ 30,000
2.27	Out of Pocket Expenses Benefit	\$ 5,000
2.28	Partner Retraining Benefit	\$ 15,000
2.29	Post Traumatic Stress Disorder Weekly Benefit	

	Weekly Benefit	\$ 500
	Maximum number of weeks	12
	Maximum amount per Period of Insurance	\$ 50,000
2.30	Premature Birth/Miscarriage Benefit	\$ 5,000
2.31	Reconstructive or Cosmetic Surgery Benefit	\$ 15,000
2.32	Replacement Staff/Recruitment Costs Benefit	
	Per Employee	\$ 15,000
	Maximum Per Event	\$ 15,000
2.33	Return to Work Assistance Benefit	\$ 20,000
2.34	Student Tutorial Expenses Benefit	
	Maximum amount per week	\$ 250
	Maximum number of weeks	26
	Excess Period (days)	7
2.35	Surviving Spouse/Partner Supplement	\$ 5,000
2.36	Terrorism Injury Benefit	
	Maximum amount per Covered Person	\$ 20,000
	Maximum amount per Period of Insurance	\$ 100,000
2.37	Trauma Benefit	\$ 5,000
2.38	Tuition or Advice Expenses Benefit	
	Maximum amount per month	\$ 750
	Maximum number of months	6
2.39	Unexpired Membership Benefit	\$ 3,000
2.40	Visitor Benefit	\$ 15,000
2.41	Work Experience Benefit	\$ 5,000
2.42	Workplace Assault Benefit	\$ 5,000
Aggregate Limits of Liability		
All Categories Any of	one Period of Insurance	\$ 2,500,000
Non-	Scheduled Flights	\$ 500,000
War	and/or Civil War - Maximum liability for any one event	\$ 500,000

#### **Additional Endorsements**

#### **GENERAL DEFINITIONS**

1. The following General Definitions are amended to read:

Doctor means a doctor or specialist who is registered or licensed to practice medicine or dentistry, or to diagnose, treat or support rehabilitation of, a mental illness or psychiatric disability, in accordance with the laws of the country in which they practice, other than:

- i. the Policyholder; or
- ii. the Covered Person; or
- iii. a Close Relative of the Covered Person; or
- iv. an Employee of the Policyholder.

Non-Scheduled Flight(s) means travel in an aircraft where the flight(s) are not:

- i. conducted in accordance with fixed flying schedules; or
- ii. to and from fixed terminals.
- 2. The following General Definitions are added:

Temporary or Temporarily means not being Permanent or not Permanently.

Permanently means the suffix of Permanent.

3. The Following General Definition is deleted:

Permanent Serious Mental Impairment

Section 1: Personal Accident & Sickness

Section 1: Table of Events

- 1. Sub-clause 1.3. vi. is replaced by:
- vi. If a Covered Person sustains a Bodily Injury resulting in any of the Events listed below in the Table of Events, We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person during the Period of Insurance:
- a. Event 2 (Permanent Total Disablement);
- b. Event 3 (Paraplegia or Quadriplegia);

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- c. Event 4 (Loss of one (1) or both eyes);
- d. Event 5 (Loss of one (1) or more Limbs);
- e. Event 6 (Loss of both Hands);
- f. Event 7 (Loss of four (4) Fingers and Thumb of both Hands);
- g. Event 11 (Loss of both Feet);
- h. Event 14 (Loss of hearing in one (1) or both ears);
- i. Event 15 (Loss of the lens of both eyes ).
- a. The following is added to Section 1: Table of Events 1.3, under new sub-clause 1.3 (vii):

The maximum amount payable under Section 1, Part A – Accidental Death and Bodily Injury – Lump Sum Benefits, in any one Period of Insurance for any one (1) Covered Person is the amount shown in the Schedule.

b. The Benefits and Events for Events 11, 12, 14, 17 and 18 in the Table of Events at 'Section 1: Table of Events', sub-clause 1.3, are replaced by:

The Events

The Benefits

11. Loss of both Feet

60%

12. Loss of one (1) Foot

40%

14. Loss of hearing in:

a. both ears

b. one (1) ear

100%

30%

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17. Burns: Third degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body. 50%

18. Burns: Second degree burns and/or resultant disfigurement which covers more

than twenty percent (20%) of the entire external body. 25%

c. Event 13. Permanent Serious Mental Impairment is deleted from the Table of Events at 'Section 1: Table of Events', sub-clause 1.3.

#### PART B AND PART C: CONDITIONS

Condition 3 under 'Part B and Part C: Conditions' is replaced by the following: 3. (a) Subject to the sub-clause 3(b), if more than one (1) of Events 31, 32, 37 or 38 (weekly benefits for Temporary Total Disablement and Temporary Partial Disablement for Bodily Injury and Sickness) occur at the same time to one (1) Covered Person, the Benefit Period for each Event will run concurrently and We will only pay for one (1) Event (that being the Event with the highest applicable benefit).

- (b) When benefits cease for the compensated Event, subject to there being any residual entitlement under the Policy for the non-compensated Event(s), any benefit payable for the previously non-compensated Event(s) will be reduced by any continued incapacity resulting from the already compensated Event.
- 2. The following new condition is added to 'Part B and Part C: Conditions':
- 10. Any benefit payable in respect of Temporary Total Disablement or Temporary Partial Disablement will start on the expiry of the Excess Period and cease on the date of the earliest happening of the following:
- a. the Covered Person returning to normal work or duties, or being certified by a Doctor to return to normal work duties whether such work is available to the Covered Person or not at the time: or
- b. the Covered Person unreasonably failing:
- i. to attend relevant medical, dental or other health-related appointments; or
- ii. to make reasonably practical effort to adhere to the health advice of their Doctor; or
- iii. to follow the recommendations detailed in their rehabilitation plan; or
- c. the death of the Covered Person.

#### **SECTION 2: GENERAL EXTENSIONS APPLICABLE TO THE POLICY**

- 1. The following General Extensions in 'Section 2: General Extensions Applicable to the Policy' are deleted:
- i. 2.1 Accidental HIV Infection Benefit
- ii. 2.4 Air or Road Rage Incident, Carjacking Incident or Unprovoked Assault Identity Theft Benefit
- 2. The following sub-clause, '2.9 Chauffer Services Benefit' is entirely replaced by: Chauffeur Services Benefit
- If, during the Period of Insurance and whilst the person is a Covered Person on a Journey, the Covered Person becomes entitled to a benefit under any of Events 31, 32, 37 or 38 (weekly benefits for Temporary Total Disablement or Temporary Partial Disablement for Bodily Injury or Sickness), We will reimburse the reasonable costs incurred for a chauffeur, taxi or commercial ride sharing service, to transport the Covered Person directly to and from:
- i. the Covered Person's usual place of work and their usual place of residence, if the Covered Person recovers sufficiently to return to work; and/or
- ii. any medical, dental or other health-related appointment, for the treatment of the Temporary Total Disablement or Temporary Partial Disablement; where a Doctor certifies that they are unable to drive a vehicle or travel on public transport or where public transport is not reasonably available.

The maximum amount We will pay is the amount shown in the Schedule against Extension 2.9 – 'Chauffeur Services Benefit'.

- 3. All references to 'Event 13 (Permanent Serious Mental Impairment)' are deleted from each of the following 'Section 2: General Extensions Applicable to the Policy': i. Extension 2.10 Childcare Benefit;
- ii. Extension 2.13 Corporate Image Protection Benefit;
- iii. Extension 2.24 Independent Financial Advice Benefit;
- iv. Extension 2.25 Modification Expenses Benefit;
- v. Extension 2.28 Partner Retraining Benefit;

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- vi. Extension 2.32 Replacement Staff/Recruitment Costs Benefit;
- vii. Extension 2.36 Terrorism Injury Benefit;
- viii. Extension 2.39 Unexpired Membership Benefit; and
- ix. Extension 2.41 Work Experience Benefit.
- 4. General Extension 2.35 Surviving Spouse/Partner Supplement is deleted.

#### **SECTION 4: GENERAL EXCLUSIONS APPLICABLE TO THE POLICY**

- 1. The following General Exclusion, in 'Section 4: General Exclusions Applicable to the Policy' is amended to read:
- 4.1. ii. results from the Covered Person's intentional self-injury, suicide or attempted suicide.
- 2. The following exclusions are added in to 'Section 4: General Exclusions Applicable to the Policy', at sub-clause 4.1:
- vii. results from any illegal or criminal act, committed by the Policyholder, a Covered Person, a Spouse/Partner or Dependent Child, provided that this General Exclusion does not apply to the Policyholder, a Covered Person, a Spouse/Partner or a Dependent Child, who is not the perpetrator of such act, or who did not participate in, or contribute to, any such act.
- viii. results in a claim for Events 25, 26, 31 and/or 32 which is wholly or partly attributable to pregnancy or childbirth, except for unexpected medical complications or emergencies arising therefrom.
- ix. results from participation in regular armed forces or peacekeeping forces.
- 3. General Exclusion 4.2 in 'Section 4: General Exclusions Applicable to the Policy' is replaced in its entirety with:
- 4.2 We will not provide any cover under the Policy and will not be liable to pay any claim, loss, liability or expense or provide any benefit, under the Policy, to the extent that such conduct would expose Us, or any of Our related bodies corporate, to any sanction, prohibition or restriction, implemented pursuant to any resolution of the United Nations or any trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Switzerland, Singapore, Commonwealth of Australia or USA or Canada.

#### SECTION 5: GENERAL PROVISIONS APPLICABLE TO THE POLICY

- 1. General Provision 5.5, in 'Section 5: General Provisions Applicable to the Policy', is amended as follows:
- 5.5 Cancellation

Aon Reference: MEL 0XGGQ D095003/010

The Policyholder has a 'cooling off period' of twenty-one (21) days after entering into the Policy (including after a renewal) to decide whether or not to keep the Policy. If, within that period, the Policyholder asks Us to cancel the Policy, We will do so and will refund the Premium, less charges or taxes which We are unable to recover, provided neither the Policyholder nor any Covered Person has made a claim under the Policy or a likely claim is pending.

Thereafter, the Policyholder may cancel the Policy at any time by notifying Us in writing (including by email) or by phone. The cancellation will take effect at 4.01pm (in the state or territory where the Policy was issued) on the date We receive the Policyholder's written notice of cancellation or such time as may be otherwise agreed.

We may cancel the Policy on any of the grounds available under the law by providing written notice to the Policyholder. Our notice of cancelation will take effect sixty (60) days after such notice was given to the Policyholder.

If the Policy is cancelled by either the Policyholder (outside of the 'cooling off' period explained above) or Us, We will provide a pro-rata refund of Premium for the unexpired Period of Insurance less non-recoverable taxes and charges. To the extent permitted by law, We will not refund any Premium if:

- i. a claim has been notified under this Policy, whether or not it has been accepted Us prior to such cancellation; or
- ii. an event potentially covered under the terms of the Policy has occurred prior to such cancellation, but no claim has yet been notified to Us.
- 2. The following paragraph is inserted as the second paragraph of sub-clause 5.17, in 'Section 5: General Provisions Applicable to the Policy':
- Our rights of subrogation will accord with relevant law, including the Insurance

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Contracts Act 1984 (Cth).

The above endorsements form part of a product is arranged by Accident & Health International Underwriting Pty Ltd, ABN 26 053 335 952, AFS Licence No. 238261 (AHI), on behalf of the insurer and product issuer, Tokio Marine & Nichido Fire Insurance Co., Ltd., ABN 80 000 438 291, AFS Licence No. 246548 (Tokio Marine). For clients of Aon Risk Services Australia Ltd only. © 2025

### CHANGES TO BENEFIT EXTENT OF COVER SECTION 1 - PERSONAL ACCIDENT & SICKNESS COVER

The maximum payable against Section 1 - Personal Accident & Sickness Cover: 1.3 Part A – Lump Sum Benefits for a Bodily Injury as a result of an Insured Person playing and/or training for football is \$25,000.

The following definition is included in addition to the Standard Definitions in the Policy Wording.

SPECIFIED ACTIVITIES means any of the following activities:

- Any code of football

### CHANGES TO BENEFIT EXTENT OF COVER SECTION 1 - PERSONAL ACCIDENT & SICKNESS COVER

Event 14 against Section 1 - Personal Accident & Sickness Cover: 1.3 Part A – Lump Sum Benefits shall read as follows and not as stated in the Policy Wording: 14. Loss of hearing in:

- (a) both ears 100%
- (b) one ear 50%

### CHANGES TO BENEFIT EXTENT OF COVER SECTION 1 - PERSONAL ACCIDENT & SICKNESS COVER

The following Events against Section 1 - Personal Accident & Sickness Cover: 1.6 Part D – Fractured Bones – Lump Sum Benefits shall read as follows and not as stated in the Policy Wording:

41. Jaw, pelvis, leg, ankle or knee (Complete Fracture or Other Fracture) 75% 44. Arm, elbow, wrist or ribs (Complete Fracture or Other Fracture) 50%

#### HIGHER EDUCATION FEES BENEFIT

If, during the Period of Insurance and occurring within the Scope of Cover, a Covered Person sustains a Bodily Injury which results in a claim that We accept against this Policy for Events 2 - 24, which is not otherwise excluded in this Benefit and as a result of such Bodily Injury is unable to continue a university or higher education course which they are enrolled in and for which the Covered Person has pre-paid a fee, We will reimburse the described fees, to a maximum of \$10,000.

- 1. A Doctor must certify that the Covered Person will never be able to continue with the university or higher education course due to the Event; and
- 2. A Doctor must certify in writing that the Bodily Injury is preventing the Covered Person from continuing their participation in the university or higher education course. Exclusions
- 1. No cover is provided for any fees for which a refund is available or where fees have not been paid.

#### **NON-MEDICARE MEDICAL EXPENSES BENEFIT**

If during the Period of Insurance a Covered Person who is:

- a) without payment, providing services on behalf of the Policyholder; or
- b) a student of the Policyholder, while the Covered person:
- i. is attending that institution in accordance with the requirements of that institution; or ii. is, in the course of such attendance, taking part in an activity organised and supervised by that institution; or
- c) engaged in a sporting activity:
- i. in the capacity of a participant, adjudicator, judge, referee or umpire or in a similar capacity; or
- ii. as an official, or otherwise to assist in the conduct of the sporting activity; or
- iii. in his or her capacity as an elected or appointed official of a sporting organisation,

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suffers from a Bodily Injury, We will pay the Non-Medicare Medical Expenses, where permissible by law, incurred by the Policyholder or the Covered Person up to a maximum of \$20,000. The Covered Person must bear the first \$50 of each claim. Non-Medicare Medical Expenses Definitions

Non-Medicare Medical Expenses means expenses:

- (i) incurred within 12 months of sustaining a Bodily Injury; and
- (ii) paid by a Covered Person or by the Policyholder for Doctor, physician, surgeon, nurse, physiotherapist, chiropractor, osteopath, hospital and/or ambulance services for the following treatments: Chiropractic; Hospital; Medical; Nursing; Osteopathic; Physiotherapy; Surgical; and X-ray

Non-Medicare Medical Expenses does not include dental treatment, unless such treatment is necessarily required, to teeth other than dentures and is caused by Bodily Injury.

Conditions Applying to Non-Medicare Medical Expenses

- 1. The benefit payable is less any recovery made from any private health insurance fund with respect to the expense.
- 2. We will not pay the Medicare gap, being the difference between payment made by Medicare and the Medicare Benefits Schedule fee for the expense.

Exclusions Applying to Non-Medicare Medical Expenses

1. We will not pay benefits with respect to any Loss, damage, liability, Event or Bodily Injury which would result in Our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts.

#### **EMERGENCY TRANSPORT BENEFIT**

If, during the Period of Insurance and occurring within the Scope of Cover, a Covered Person sustains a life-threatening Injury or suffers a life-threatening Sickness that requires immediate emergency medical care, and as a result incurs expenses for emergency transportation to a hospital, which are not otherwise excluded in this Benefit, We will reimburse the reasonable expenses up to a maximum of \$20,000. The Compensation is subject to any Benefit Limits applicable to this Benefit. Conditions

1. The attending Doctor must certify the condition was a Serious Injury or Sickness that required

immediate emergency medical care.

2. Emergency transportation is to the nearest hospital which has the required facilities to treat

the Covered person's emergency medical care requirements. Exclusions

1. No cover is provided where the payment of the Benefit would constitute the carrying on of a "Health Insurance Business" as defined under the Private Health Insurance Act 2007 (Cth) or any succeeding legislation to that Act or would result in a breach of the provisions of the Health Insurance Act 1973 (Cth) or any similar legislation.

**Policy Wording** 

Aon Reference: MEL 0XGGQ D095003/010

Vertex Group Personal Accident & Sickness 0225

## General Insurance Code of Practice

One or more of your Insurer(s) may be a signatory to the General Insurance Code of Practice ("the Code"). The purpose of the Code is to raise standards of practice and service in the general insurance industry. The standards covered by the Code include: the buying and renewing of insurance, the handling of claims, and the handling of customer complaints.

The Code outlines the minimum standards of service that you should expect from Insurers who have adopted the Code. Insurers who are signatories to the Code are bound by its terms and are committed to complying with it.

The Code Governance Committee is an independent body that monitors and enforces Insurers' compliance with the Code.

Further information about the Code and your rights under it is available <u>here</u> and on request from your Insurer(s).

#### **Dispute Resolution Process**

Aon Reference: MEL 0XGGQ D095003/010

Each insurer has its own dispute resolution process, so if you have a complaint relating to the insurance policy or any service that has been provided, please contact us at Aon or refer to the complaints handling process detailed in the PDS.

Insurer
ACCIDENT & HEALTH INTERNATIONAL UNDERWRITING P/L
A.B.N. 26 053 335 952
GPO BOX 4213
SYDNEY NSW 2001

Proportion 100%

Supporting Insurers
TOKIO MARINE AND NICHIDO FIRE INSURANCE CO LTD
A.B.N. 80 000 438 291
LEVEL 12 CHIFLEY TOWER
SYDNEY NSW 2000

Proportion 100%

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#### **Privacy Statement**

The following words replace the words under the heading 'Privacy' located directly under the heading 'Important Notices' directly under the heading 'Introduction' in the Policy wording.

AAI Limited trading as Vero Insurance is the insurer and issuer of this product, and is a member of the Suncorp Group, which we refer to as "the Group".

#### Why do we collect personal information?

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable.

We collect personal information so that we can:
- identify you and conduct appropriate checks;

- understand your requirements and provide you with a product or service;
- set up, administer and manage our products and services and systems, including the management and administration of underwriting and claims;
- assess and investigate any claims you make under one or more of our products;
- manage, train and develop our employees and representatives;
- manage complaints and disputes, and report to dispute resolution bodies; and
- get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

  What happens if you don't give us your personal information?

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or

#### How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in "Why do we collect personal information?" in relation to products and services they may provide to you. They may also use your personal information to help them provide products and services to other customers, but they'll never disclose your personal information to another customer without your consent.

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Taxation Administration Act 1953, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and includes any associated regulations.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect

- us to. We may disclose your personal information to and/or collect your personal information from:
   other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies):
- any of our Group joint ventures where authorised or required;
- customer, product, business or strategic research and development organisations;
- data warehouse, strategic learning organisations, data partners, analytic consultants;
- social media and other virtual communities and networks where people create, share or exchange information;
- publicly available sources of information;
   clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- a third party that we've contracted to provide financial services, financial products or administrative services for example:
  - information technology providers;
  - administration or business management services, consultancy firms, auditors and business management consultants:
  - marketing agencies and other marketing service providers;
  - claims management service providers;
- print/mail/digital service providers; and
   imaging and document management services.
   any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- a third party claimant or witnesses in a claim;

Aon Reference: MEL 0XGGQ D095003/010

- accounting or finance professionals and advisers;
- government, statutory, or regulatory bodies and enforcement bodies;
- policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;
- in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- the Australian Financial Complaints Authority or any other external dispute resolution body;
- credit reporting agencies;
- other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- legal and any other professional advisers or consultants;
- hospitals and, medical, health or wellbeing professionals;
- debt collection agencies;
- any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, e.g. your mother.

  We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons or organisations, including

written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

#### Overseas disclosure

Sometimes, we need to provide your personal information to – or get personal information about you from – persons or organisations located overseas, for the same purposes as in "Why do we collect personal information?".

The complete list of countries is contained in our Group Privacy Policy, which can be accessed at www.vero.com.au/vero/privacy, or you can contact us for a CODV.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

#### How to access and correct your personal information or make a complaint

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group

The Suncorp Group Privacy Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll

deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in "Contact us" below.

#### Contact us

For more information about our privacy practices including accessing or correcting your personal information, making a complaint, or obtaining a list of overseas countries you can:

- Visit www.vero.com.au/privacy
- Speak to us directly by phoning one of our Sales & Service Consultants on: 1300 888 073 or
- Email us at privacyaccessrequests@vero.com.au

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

The following replaces the Complaints and Dispute Resolution Process in the policy wording.

We are committed to:

- listening to what you tell us;
- being accurate and honest in telling you about our products and services;
- communicating with you clearly; and
- resolving any complaints or concerns you have in a fair, transparent and timely manner.

#### How to contact us with a complaint

If you experience a problem, are not satisfied with our products or services or a decision we have made, please let us know so that we can help. Contact us:

- By phone: 1300 888 073
- By email: claims@vero.com.au

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

- By Phone: 1300 264 470 - By Email: idr@vero.com.au
- In writing: Vero Customer Relations, Vero PO BOX 14180 Melbourne City Mail Centre VIC 8001

Customer Relations will contact you if they require additional information or if they have reached a decision. When responding to your complaint you will be informed of the progress and the timeframe for responding to

#### Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Time limits may also apply, you are generally required to lodge a complaint with AFCA within two years of our final response to your complaint. Contact AFCA to confirm if they can assist you.

You can contact AFCA: - By phone: 1800 931 678 - By email: info@afca.org.au

- In writing: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
- By visiting: www.afca.org.au

#### Privacy

#### Accident & Health International (AHI)

Accident & Health International Underwriting Pty Limited, ABN 26 053 335 952, AFS Licence no. 238261, is an underwriting agency specifically created to provide Personal Accident, Medical and Travel insurance. They have been in operation since March 1998 and act on behalf of Tokio Marine & Nichido Fire Insurance Co., Ltd, ABN 80 000 438 291, AFSL 246548 with full authority to quote and issue contracts of insurance, collect premiums and pay claims.

If you have any queries about this policy you should contact your Aon broker or AHI.

Télephone: (02) 9251 8700 Fax: (02) 9251 8755 Website: www.acchealth.com.au

Email: enquiries@acchealth.com.au

Aon Reference: MEL 0XGGQ D095003/010

As part of AHI's dealings with you, we may need to collect personal information (and sometimes sensitive information such as health information) about you. We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else

AHI will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with other companies within our group and third parties who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our privacy policy located at www.acchealth.com.au . Alternatively, contact us at privacy@acchealth.com.au or (02) 9251 8700 and we will send you a copy.

You should obtain a copy of this policy and read it carefully. By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our privacy policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.



# Group Personal Accident & Sickness Insurance

Vertex Policy Wording February 2025

This document is Part 2 of a two Part Product Disclosure Statement (PDS), Part 1 being important information. Both parts must be provided to you and together form the PDS.

Aon Risk Services Australia Limited ABN 17 000 434 720 AFSL No. 241141



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### **General Definitions**

The words in **bold** (and any derivatives of them) listed below have the following specific meanings when they appear in this **Policy**:

**Accident** means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the **Covered Person**. The word Accidental will be construed accordingly.

Accidental Death means death occurring as a result of a Bodily injury.

**Act of Terrorism** means the planning, use or threat of use of violence against persons or property for the purpose of advancing political, religious or ideological goals. An Act of Terrorism also includes any act which is a declared terrorist incident by the Australian Commonwealth Government or similarly recognised as such by any other country's equivalent government agency in respect of acts that occur in that country.

**Air or Road Rage Incident** means a violent physical act committed against a **Covered Person**, while the **Covered Person** is occupying an aircraft as a passenger or any motor vehicle, and which is committed by a person who is neither a **Covered Person** or a **Close Relative** of the **Covered Person**.

**Benefit Period** means the maximum period shown in the **Schedule** for which a benefit is payable under **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**).

**Bodily Injury** means a bodily injury resulting solely and directly from an **Accident**, and which occurs independently of any **Sickness** or other cause, and where the bodily injury and **Accident** both occur:

- i. during the Period of Insurance; and
- ii. while the person is a Covered Person; and
- iii. during the Scope of Cover.

It does not mean a **Sickness** (except illness or disease directly resulting from medical or surgical treatment rendered necessary by a bodily injury) or a **Pre-Existing Condition**.

**Bodily Injury Aids** means equipment that a **Covered Person** requires as a result of a **Bodily Injury** covered by this **Policy**, and includes, but is not limited to, crutches, bandages, traction equipment, walker boots, and heat packs.

Cancer means the presence of one (1) or more malignant tumours characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue, resulting in a written positive diagnosis by a **Doctor** and confirmed by a registered pathologist on the basis of the histopathologic or cytopathologic patterns of the lesion which correlate with the clinical and imaging findings. This includes, but is not limited to, leukemia, lymphomas, Hodgkin's disease, bone marrow disorders and melanomas, unless specifically excluded below.

For the avoidance of doubt, cancer does not include:

- carcinoma in situ (unless it results in the removal of the entire breast, testicle or organ to arrest spread of malignancy and this procedure is the appropriate and necessary treatment as certified by an oncologist);
- ii. kaposi sarcoma inflammatory cytokine syndrome or any other AIDS related cancers and cancer in the presence of human immunodeficiency virus (HIV);
- iii. chronic lymphocytic leukaemia less than Rai stage 3;
- iv. prostate tumours with a Gleason score equal to or less than 6 or a TNM classification of T1 or equivalent staging; or
- v. melanoma that are less than Clark Level 3, and less than 1.5mm in thickness as measured using the Breslow method and have no evidence of ulceration as determined by histological examination;
- vi. all hyperkeratoses or basal cell carcinomas of the skin;
- vii. all squamous cell carcinomas of the skin unless they have spread to other organs;
- viii. all cancers which are confined to the thyroid gland and/or papillary thyroid carcinoma.



**Carjacking Incident** means the violent theft or attempted violent theft of a motor vehicle while it is in the care, custody or control of a **Covered Person**, or while it is occupied, or being entered into or exited from by a **Covered Person**.

**Civil War** means armed opposition, insurrection, revolution, armed rebellion, or sedition between two or more parties belonging to the same country, where the opposing parties are of different ethnic, religious or ideological groups, whether declared a Civil War or not.

Claimant means the Policyholder, a Covered Person or any other person entitled to claim under the Policy.

Close Relative means a Spouse/Partner, Parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

**Covered Person** means a person who meets the criteria specified for a Covered Person in the **Schedule**, and with respect to whom **Premium** has been paid or agreed to be paid by the **Policyholder**. A Covered Person is legally entitled to claim under the **Policy** by reason of the operation of the *Insurance Contracts Act 1984 (Cth)* and upon no other basis. A Covered Person is not a contracting insured under the **Policy** with **Us. Our** agreement is entered into with the **Policyholder**.

**Dependent Child(ren)** means a **Covered Person's** and/or their **Spouse/Partner's** dependent child(ren) (including a step, foster or legally adopted child) who is:

- i. under nineteen (19) years of age; or
- ii. under twenty-five (25) years of age, and a full-time student at an accredited institution of higher learning, and primarily dependent upon the **Covered Person** for maintenance and support; or
- iii. nineteen (19) years of age or over, and physically or mentally incapable of self-support, and primarily dependent upon the **Covered Person** for maintenance and support.

**Doctor** means a doctor or specialist who is registered or licensed to practice medicine in accordance with the laws of the country in which they practice, other than:

- i. the Policyholder; or
- ii. the Covered Person; or
- iii. a Close Relative of the Covered Person; or
- iv. an Employee of the Policyholder.

**Domestic Duties** means the usual and ordinary domestic duties undertaken by someone as a homemaker, and includes but is not limited to, child-minding and home help services.

**Employee** means any person in the **Policyholder's** service including, but not limited to, directors (executive and non-executive), board members, consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **Policyholder's** behalf.

**Endorsement** means a written alteration to the terms of the **Policy** issued to the **Policyholder**.

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

**Excess Period** means the continuous period of time shown in the **Schedule** during which no amount is payable for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**) and commences at the time the **Covered Person** becomes so entitled to a payment for any one (1) of those **Events**.

Family Member means a Covered Person's Spouse/Partner and/or Dependent Child(ren).

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

Foot means the entire foot below the ankle.

Hand means the entire hand below the wrist.



Limb means the entire arm (from the shoulder to the Hand) or the entire leg (from the hip to the Foot).

Loss means in connection with:

- i. a **Limb**, the **Permanent** physical severance or **Permanent** total loss of the use of the **Limb**;
- ii. **Hands**, **Feet** and digits, the **Permanent** physical severance or **Permanent** total loss of use of the **Hand**, **Foot**, **Finger**, **Thumb** or **Toe**;
- iii. an eye, the total and Permanent loss of all sight in the eye; or
- iv. hearing, the total and Permanent loss of hearing;

and which, in each case, is caused by Bodily Injury.

**Non-Scheduled Flight(s)** means travel in an aircraft where the flight(s) are not conducted in accordance with fixed flying schedules, and are not over specific air routes, or to and from fixed terminals.

**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.

**Parent** means a parent, parent-in-law, step-parent or such person who is or was the **Covered Person's** primary care giver (including jointly with another person) as a child.

**Period of Insurance** means the period shown in the current **Schedule**, or such shorter time if the **Policy** is terminated, and for which cover applies under the **Policy**.

**Permanent** means having lasted, or based on medical evidence will last, twelve (12) consecutive months from the date of the **Bodily Injury** and, at the expiry of that period is, in the opinion of a **Doctor**, unlikely to materially improve.

**Permanent Serious Mental Impairment** means a diagnosis made by a **Doctor** (according to a recognised psychiatric or mental diagnostic system) that, as a result of a **Bodily Injury**, a **Covered Person** is **Permanently** unable to independently perform at least two (2) of the activities listed below:

- i. washing (the ability of the **Covered Person** to get into and out of a bath or shower in order to independently wash themselves);
- ii. dressing (the ability of the **Covered Person** to put on, take off, secure and unfasten all garments and, as appropriate, any **Bodily Injury Aids** worn by the **Covered Person**);
- iii. feeding (the ability of the Covered Person to independently feed themselves);
- iv. toileting (the ability of the **Covered Person** to use a toilet or similar bathroom device, with or without aids, or otherwise manage their bowel and bladder function to maintain a reasonable level of personal hygiene);
- v. ambulating (the ability of the **Covered Person** to move from place to place by walking, wheelchair or other aid including mechanical or motorised aids); or
- vi. communicating (the ability of the **Covered Person** to communicate with others in verbal or written form, reasonably sufficiently to convey their thoughts, emotions or needs).

Permanent Total Disablement means, in the opinion of a Doctor:

- i. the Covered Person's disability is Permanent; and
- ii. the **Covered Person** is entirely and continuously unable to engage in, perform, or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience.

**Policy** means this document, the current **Schedule** and any Supplementary Product Disclosure Statement or **Endorsement.** 

#### Policyholder means:

i. the named entity listed as the **Policyholder** in the **Schedule** with whom **We** enter into the **Policy**. The **Policyholder** is the contracting insured; and



- ii. any subsidiary company (including subsidiaries thereof) of the Policyholder described in sub-clause (i) above, and any other organisation under the control of the Policyholder described in sub-clause (i) above and over which it is exercising active management; and
- iii. any new organisation acquired during the **Period of Insurance** by a Policyholder described in sub-clause (i) and/or (ii) above, through consolidation, merger, purchase, or assumption of control and active management, provided that such acquisition or assumption is:
  - a. reported to **Us** within ninety (90) days after acquisition; and
  - b. endorsed onto this Policy.

**Pre-Existing Condition** means any physical or mental defect, condition, illness, or disease, whether diagnosed or not, and for which:

- i. in the twelve (12) months prior to the person becoming a Covered Person, the Covered Person:
  - a. had an emergency department visit, was hospitalised, or had a day surgery procedure; or
  - b. required prescription medication from a Doctor; or
  - c. had regular reviews or check-ups with a Doctor; or
  - d. underwent investigation and is awaiting diagnosis and/or test results,

and which remains uncured and/or in respect of which there is a reasonable likelihood of recurrence; or

ii. in the three (3) months prior to the person becoming a **Covered Person**, the **Covered Person** exhibited symptoms which would cause a reasonable person to seek the advice of a **Doctor**.

**Premium** means the premium as shown in the **Schedule** that is payable in respect of the **Policy** by the **Policyholder**.

**Professional Sport** means any sport for which a **Covered Person** receives a fee, allowance, sponsorship, or monetary reward as a result of their participation, which in totality accounts for more than fifteen percent (15%) of their annual income from all sources.

Quadriplegia means the Permanent loss of use of both arms and both legs.

#### Salary means:

- i. in the case of a salaried Employee (not otherwise covered in sub-clause (ii) below), their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged over the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments, or any allowances are paid more regularly than on an annual basis, and which form part of the Employee's total remuneration package, they shall be included as part of the Employee's weekly pre-tax income; or
- ii. in the case of an **Employee** whose employment is remunerated by way of a salary package or Total Employment Cost, their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions (but excluding, bonuses, commissions, overtime payments), averaged over the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and/or any allowances are paid more regularly than on an annual basis, they shall be included as part of the **Employee's** weekly pre-tax income; or
- iii. in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been self-employed.



**Schedule** means the schedule listing the benefits and limits which is issued by **Us** to the **Policyholder**, and includes any later schedule issued on renewal or variation.

Scope of Cover means the scope of cover shown in the Schedule.

**Sickness** means any illness, disease, syndrome, or mental illness of the **Covered Person** which first occurs during the **Period of Insurance** and while the person is a **Covered Person**.

**Spouse/Partner** means a **Covered Person's** husband or wife and includes a de-facto and/or life partner with whom a **Covered Person** has continuously lived with for a period of three (3) months or more at the time of the **Event** giving rise to a claim under this **Policy**.

Temporary Partial Disablement means the Covered Person is, in the opinion of a Doctor, temporarily unable to engage in a substantial part of their usual occupation or business duties. If the Covered Person ceases to be employed by the Policyholder after the Event(s) occur, then the words 'engage in a substantial part of their usual occupation' are replaced with 'engage in a substantial part of any occupation for which they are suitable given their education, training or experience'. In both instances the Covered Person must be under the regular care of, and acting in accordance with, the instructions or advice of a Doctor.

**Temporary Total Disablement** means the **Covered Person** is, in the opinion of a **Doctor**, temporarily unable to engage in all aspects of their usual occupation or business duties. If the **Covered Person** ceases to be employed by the **Policyholder** after the **Event(s)** occur, then **Temporary Total Disablement** means disablement which, in the opinion of a **Doctor**, prevents the **Covered Person** from engaging in all aspects of any occupation for which they may be suited by way of their education, training or experience. In both instances the **Covered Person** must be under the regular care of, and acting in accordance with, the instructions or advice of a **Doctor**.

**Tooth** or **Teeth** means a sound and natural permanent tooth, but does not include first or milk teeth, dentures, implants, or dental fillings.

**Unprovoked Assault** means a violent act committed against a **Covered Person** by a person or persons unknown at the time, but excludes an **Air or Road Rage Incident** or a **Carjacking Incident**.

**Violent Criminal Act** means a violent, physical, and illegal act, including but not limited to murder, sexual assault, violent robbery, or kidnapping, committed by a person who is not:

- i. the Policyholder; or
- ii. a Covered Person; or
- iii. a Close Relative of the Covered Person; or
- iv. an Employee of the Policyholder.

**War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us means the insurer named in the Schedule.

**Work Experience** means work undertaken for the **Policyholder** during a defined temporary period, either voluntarily or for a stipend, by a person who is not an **Employee** of the **Policyholder**, provided such work is arranged in conjunction with an educational, training or similar institution for the purpose of that person gaining vocational experience or developing practical skills.



## Section 1: Personal Accident & Sickness Cover

#### **Section 1: Extent of Cover**

Subject to the terms, Conditions and Exclusions of the Policy:

#### 1.1 Personal Accident

If during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** and within twelve (12) months of that **Bodily Injury**, the **Covered Person** suffers an **Event** described in Part A, B, D, or E of the Section 1 Table of Events, then **We** will pay the tabled benefit for that **Event**, provided that an amount is shown for that **Event** in the **Schedule** against Part A, B, D, or E.

#### 1.2 Sickness

If during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** suffers a **Sickness** and within twelve (12) months of that **Sickness**, the **Covered Person** sustains an **Event** described in Part C of the Section 1 Table of Events, then **We** will pay the tabled benefit for that **Event**, provided that an amount is shown for that **Event** in the **Schedule** against Part C.

#### **Section 1: Table of Events**

- 1.3 Part A Accidental Death and Bodily Injury Lump Sum Benefits
  - i. Cover for an **Event** under this Part A will only apply if an amount for that **Event** is shown in the **Schedule** against Part A Lump Sum Benefits.
  - ii. The Events must occur within twelve (12) months of the date of the Bodily Injury.
  - iii. The benefits shown are a percentage of the amount shown in the **Schedule** against Part A Lump Sum Benefits for each **Covered Person**.
  - iv. Where the Lump Sum Benefit is salary-linked, and the **Covered Person** is not in receipt of a **Salary**, then the benefit amount will be fifty percent (50%) of the Lump Sum Benefit stated in the **Schedule** for the category applicable to that **Covered Person**. Cover is subject to the Aggregate Limit of Liability described in General Provision 5.2 'Aggregate Limits of Limit of Liability' of this **Policy**.
  - v. If two (2) or more of **Events** 1 to 25 occur in respect of the same **Bodily Injury**, **We** will only pay for one (1) **Event** (that being the **Event** with the highest available compensation).
  - vi. If a **Covered Person** sustains a **Bodily Injury** resulting in any one (1) of the **Events** listed below in (a)-(e), **We** will not be liable under the **Policy** for any subsequent **Bodily Injury** to that **Covered Person** during the **Period of Insurance**:
    - a. Event 2 (Permanent Total Disablement);
    - b. Event 3 (Paraplegia or Quadriplegia);
    - c. Event 4 (Loss of one (1) or both eyes);
    - d. Event 5 (Loss of one (1) or more Limb(s)); or
    - e. Event 13 (Permanent Serious Mental Impairment)



The Events	The Benefits
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of one (1) or both eyes	100%
5. Loss of one (1) or more Limb(s)	100%
6. Loss of both Hands	100%
7. Loss of four (4) Fingers and Thumb of both Hands	100%
8. Loss of one (1) Hand	80%
9. Loss of four (4) Fingers and Thumb of either Hand	80%
10. Loss of four (4) Fingers of either Hand	50%
11. Loss of both Feet	100%
12. Loss of one (1) Foot	80%
13. Permanent Serious Mental Impairment	100%
14. Loss of hearing in one (1) or both ears	100%
15. Loss of the lens of both eyes	100%
16. Loss of the lens of one (1) eye	60%
17. Burns: Third degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	75%
18. Burns: Second degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	50%
19. Loss of one (1) Thumb of either Hand:	
a. both joints	40%
b. one (1) joint	20%
20. Loss of Finger(s) of either Hand:	
a. three (3) joints	15%
b. two (2) joints	10%
c. one (1) joint	5%
21. <b>Loss</b> of <b>Toes</b> of either <b>Foot</b> :	
a. all – one (1) <b>Foot</b>	15%
b. great – both joints	5%
c. great – one (1) joint	3%
d. other than great – each <b>Toe</b>	1%



22. Fractured leg or patella with established non-union	10%
23. Shortening of leg by at least five (5) cm	8%
24. Loss of at least fifty percent (50%) of all sound and natural Teeth, including capped or crowned Teeth, but excluding first Teeth and dentures	3% of the sum insured up to a maximum of \$10,000
25. <b>Permanent</b> partial disablement not otherwise provided for under <b>Events</b> 2 to 24 inclusive.	Such percentage of the Lump Sum Benefit insured which corresponds to the percentage reduction in whole bodily function as certified by the Covered Person's treating Doctor and a Doctor appointed by Us. If the Doctor appointed by Us forms a contrary opinion to that of the Covered Person's treating Doctor, We will seek the opinion of a third independent Doctor, who will be appointed by mutual agreement between the parties. In the event of a disagreement between all three (3) Doctors, the percentage reduction in whole bodily function will be the average of the three (3) opinions, up to a maximum of seventy five percent (75%) of the Lump Sum Benefit insured.

#### **Part A: Conditions**

The following Conditions apply to Part A - Lump Sum Benefits (and apply in addition to the General Conditions applicable to this **Policy**):

1. Where, in relation to a benefit payable for Event 2 (Permanent Total Disablement), We do not agree with the opinion given by an initial Doctor, We have the right (at Our own expense) to have the relevant Covered Person examined by a Doctor of Our choice. If the Doctor chosen by Us forms a contrary opinion to that of the initial Doctor, We will obtain the opinion of an independent Doctor, to be mutually agreed upon by the parties. The parties will be bound by the opinion of the third, independent Doctor.



#### 1.4 Part B - Bodily Injury Benefits

#### **Bodily Injury Resulting in Surgery**

- i. Cover for an **Event** under this Part B only applies if:
  - a. an amount is shown in the **Schedule** against Part B Bodily Injury Benefits Resulting in Surgery; and
  - b. the surgery is undertaken outside of Australia; and
  - c. the surgical procedure is performed within twelve (12) months of the date of the **Bodily Injury**.
- ii. The benefits shown below are a percentage of the amount shown in the **Schedule** against Part BBodily Injury Benefits Resulting in Surgery.

The Events	The Benefits
26. Craniotomy	100%
27. Amputation of a <b>Limb</b>	100%
28. Fracture of a <b>Limb</b> requiring open reduction	50%
29. Dislocation requiring open reduction	50%
30. Any other surgical procedure carried out under a general anaesthetic	12.5%

#### Weekly Benefits - Bodily Injury

- i. Cover for an **Event** under this Part B will only apply if an amount is shown in the **Schedule** against Part B Bodily Injury Benefits Weekly Benefits.
- ii. The Events must occur within twelve (12) months of the date of the Bodily Injury.
- iii. Cover for an **Event** under this Part B is subject to the **Benefit Period** and the **Excess Period** shown in the **Schedule** against Part B Weekly Benefits Bodily Injury.

The Events	The Benefits
31. Temporary Total Disablement	From the date of <b>Temporary Total Disablement</b> and whilst the <b>Temporary Total Disablement</b> persists, up to the weekly benefit shown in the <b>Schedule</b> against Part B – Bodily Injury Benefits – Weekly Benefits, but not exceeding the percentage of <b>Salary</b> shown in the <b>Schedule</b> , of the <b>Covered Person's Salary</b> .
32. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, up to the weekly benefit amount shown in the Schedule against Part B – Bodily Injury Benefits – Weekly Benefits, less any amount of current earnings as a result of working in a reduced capacity for the Policyholder, provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary. If the Covered Person is able to return to work in a reduced capacity and is offered suitable duties by the Policyholder, yet the Covered Person elects not to return, then the benefit payable will be twenty-five percent (25%) of the Covered Person's Salary.



#### 1.5 Part C - Sickness Benefits

#### **Sickness Resulting in Surgery**

- i. Cover for an **Event** under this Part C only applies if:
  - a. an amount is shown in the Schedule against Part C Sickness Benefits Resulting in Surgery; and
  - b. the surgery is undertaken outside of Australia; and
  - c. the surgical procedure is performed within twelve (12) months of the date of manifestation of the **Sickness**.
- ii. The benefits shown below are a percentage of the amount shown in the **Schedule** against Part CSickness Benefits Resulting in Surgery.

The Events	The Benefits
33. Open heart surgical procedure	100%
34. Brain surgery	100%
35. Abdominal surgery carried out under general anaesthetic	50%
36. Any other surgical procedure carried out under a general anaesthetic	15%

#### Weekly Benefits - Sickness

- i. Cover for an **Event** under this Part C will only apply if an amount is shown in the **Schedule** against Part C Sickness Benefits Weekly Benefits.
- ii. The Events must occur within twelve (12) months of the date of manifestation of the Sickness.
- iii. Cover for an **Event** under this Part C is subject to the **Benefit Period** and the **Excess Period** shown in the **Schedule** against Part C Weekly Benefits Sickness.

The Events	The Benefits
37. Temporary Total Disablement	From the date of <b>Temporary Total Disablement</b> and whilst the <b>Temporary Total Disablement</b> persists, up to the weekly benefit shown in the <b>Schedule</b> against Part C – Weekly Benefits – Sickness, but not exceeding the percentage of <b>Salary</b> shown in the <b>Schedule</b> , of the <b>Covered Person's Salary</b> .
38. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, up to the weekly benefit amount shown in the Schedule against Part C – Sickness Benefits – Weekly Benefits, less any amount of current earnings as a result of working in a reduced capacity for the Policyholder, provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary. If the Covered Person is able to return to work in a reduced capacity and is offered suitable duties by the Policyholder, yet the Covered Person elects not to return, then the benefit payable will be twenty-five percent (25%) of the Covered Person's Salary.



#### Part B and Part C: Conditions

The following Conditions apply to Part B – Bodily Injury Benefits and Part C – Sickness Benefits (and apply in addition to the General Conditions applicable to this **Policy**):

- 1. **We** will not pay benefits for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**):
  - i. in excess of the Benefit Period in respect of any one (1) Bodily Injury or Sickness as shown in the Schedule against Part B – Bodily Injury Benefits – Weekly Benefits or against Part C – Sickness Benefits – Weekly Benefits;
  - ii. during the **Excess Period** stated in the **Schedule** against Part B Bodily Injury Benefits Weekly Benefits or against Part C Sickness Benefits Weekly Benefits.
- 2. Following the **Excess Period**, **We** will pay the lesser of the:
  - i. maximum sum insured stated in the **Schedule** against Part B Bodily Injury Benefits Weekly Benefits or against Part C Sickness Benefits Weekly Benefits; or
  - ii. the Covered Person's Salary multiplied by the applicable percentage stated in the Schedule
    against Part B Bodily Injury Benefits Weekly Benefits or against Part C Sickness Benefits –
    Weekly Benefits.

For example, if:

- a. the applicable percentage is 75%; and
- the maximum sum insured stated in the Schedule is \$2,000 x 156 weeks against
   Part B Bodily Injury Benefits Weekly Benefits or against Part C Sickness Benefits Weekly Benefits; and
- c. a Covered Person's Salary is \$1,500,

then that Covered Person's maximum benefit will be limited to 75% of \$1,500 x 156 weeks = \$175,500.

- 3. If more than one (1) of Events 31, 32, 37 or 38 (Temporary Total Disablement and Temporary Partial Disablement for Bodily Injury and Sickness) occur at the same time to one (1) Covered Person, We will only pay for one (1) Event (that being the Event with the highest applicable benefit).
- 4. The amount of any benefit payable for **Temporary Total Disablement** and **Temporary Partial Disablement** will be reduced by the amount of any:
  - i. periodic compensation benefits payable under any disability insurance, worker's compensation, transport accident compensation scheme, or government entitlement; and
  - ii. the amount of any sick pay received or, at the direction of the **Policyholder**, any sick leave entitlement or any disability entitlement,

so that the total amount of any such benefit or entitlement, together with any benefits payable under the **Policy**, does not exceed the **Covered Person's Salary** multiplied by the applicable percentage stated in the **Schedule** against Part B – Bodily Injury Benefits – Weekly Benefits or against Part C – Sickness Benefits – Weekly Benefits.

For example, if:

- a. the applicable percentage is 75%; and
- the maximum sum insured stated in the **Schedule** is \$2,000 x 156 weeks against Part B
   Bodily Injury Benefits Weekly Benefits or against Part C Sickness Benefits Weekly Benefits; and
- c. a Covered Person's Salary is \$1,500; and



- d. the **Covered Person** is entitled to benefits of \$500 per week under a compensation scheme described in 4 (i) above, then that **Covered Person's** maximum benefit will be limited to 75% of \$1,500 = \$1,125 less \$500 = \$625 x 156 weeks = \$97,500. (Note: This example assumes that the weekly compensation benefit of \$500 continues concurrently with payments under this **Policy** for 156 weeks.)
- 5. Where, in relation to benefits payable for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**) **We** do not agree with the opinion given by an initial **Doctor**, **We** have the right (at **Our** own expense) to have the relevant **Covered Person** examined by a **Doctor** of **Our** choice. If the **Doctor** chosen by **Us** forms a contrary opinion to that of the initial **Doctor**, **We** will obtain the opinion of an independent **Doctor**, to be mutually agreed upon by the parties. The parties will be bound by the opinion of the third, independent **Doctor**.
- 6. If as a result of a **Bodily Injury** or **Sickness**, benefits become payable under Parts B or C of the Table of Events and while the **Policy** is in force, the **Covered Person** suffers a recurrence of **Temporary Total Disablement** or **Temporary Partial Disablement** from the same or a related cause, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the **Covered Person** has worked on a full-time basis for at least six (6) consecutive months. Where the **Covered Person** has worked on a full-time basis for at least six (6) consecutive months, the subsequent period of disablement will be deemed to have resulted from a new **Bodily Injury** or **Sickness** and a new **Excess Period** will apply.
- 7. Where a **Bodily Injury** or **Sickness** requires surgical treatment which cannot be performed within twelve (12) months of the date of the manifestation of that **Bodily Injury** or **Sickness**, and provided a **Doctor** certifies that such treatment was known as necessary during that twelve (12) month period, **We** will treat the period of time elapsing until the surgical treatment is performed as a continuation of the first **Bodily Injury** or **Sickness**, regardless of whether the **Covered Person** has been able to return to work for six (6) months, and provided that the surgery occurs within twenty-four (24) months from the date of the **Bodily Injury** or **Sickness**.
- 8. Subject to Extension 2.22 'Guaranteed Payment', **We** will pay weekly benefits for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**) monthly in arrears. **We** will pay benefits for a disability which lasts for a period of less than one (1) week at the rate of the average income per day earned by the **Covered Person**, for each day during which the disability continues.
- 9. If a **Covered Person** is entitled to a benefit under **Events** 31 or 32 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury**) and subsequently becomes entitled to a benefit under **Events** 2 or 3 (**Permanent Total Disablement** or **Paraplegia** or **Quadriplegia**), all benefits payable under **Events** 31 or 32 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury**) will cease from the date of such entitlement.



#### Part B and Part C: Exclusions

The following Exclusions apply to Part B – Bodily Injury Benefits and Part C – Sickness Benefits (and apply in addition to the General Exclusions applicable to this **Policy**):

- We will not pay benefits for Events 31, 32, 37 or 38 (weekly benefits for Temporary Total Disablement and Temporary Partial Disablement for Bodily Injury and Sickness) when the Temporary Total Disablement or Temporary Partial Disablement is wholly or partly attributable to pregnancy or childbirth (except for unexpected medical complications or emergencies arising therefrom).
- 2. **We** will not pay benefits for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**) to the extent that the **Covered Person** is indemnified by any:
  - i. workers' compensation legislation or scheme; or
  - ii. transport accident legislation or scheme; or
  - iii. government-sponsored fund, plan or medical benefit scheme; or
  - iv. other insurance policy required to be effected by or under law (except where this condition would contravene the *Insurance Contracts Act 1984 (Cth)*).

For the avoidance of doubt, **We** will pay the difference between any amount recovered by a **Covered Person** from any other source, and the amount which the **Policyholder** or the **Covered Person** would be otherwise entitled to recover under the **Policy**, where permissible by law.

#### 1.6 Part D - Fractured Bones - Lump Sum Benefits

- i. Cover for an **Event** under this Part D only applies if an amount is shown in the **Schedule** against Part D Fractured Bone(s) Lump Sum Benefits.
- ii. The fractured bones must occur within twelve (12) months of the date of the Bodily Injury.
- iii. The benefits shown below are a percentage of the amount shown in the **Schedule** against Part D Fractured Bones Lump Sum Benefits.
- iv. The maximum benefit payable for any one (1) **Bodily Injury** resulting in fractured bones will be the amount shown in the **Schedule** against Part D Fractured Bones Lump Sum Benefits.
- v. If a **Covered Person** sustains a fractured bone under **Events** 39 to 48 which is an established non-union, notwithstanding the maximum benefit payable amount, **We** will pay an additional benefit of five percent (5%) of the amount shown in the **Schedule** against Part D Fractured Bones Lump Sum Benefits.
- vi. For the purpose of this Part D Fractured Bones Lump Sum Benefits, the words in bold (and any derivatives of them) listed below have the following meanings:
  - a. **Complete Fracture** means a fracture in which the bone is broken completely and no connection remains between the pieces.
  - b. Hairline Fracture means cracks in the bone.
  - c. Other Fracture means any fracture other than a Hairline Fracture, Simple Fracture or Complete Fracture.
  - d. **Simple Fracture** means a fracture in which there is a basic and uncomplicated break in the bone and which, in the opinion of a **Doctor**, requires minimal and uncomplicated medical treatment.



The Events	The Benefits
39. Neck, skull or spine (Complete Fracture)	100%
40. Hip (any fracture)	75%
41. Jaw, pelvis, leg, ankle or knee (Complete Fracture or Other Fracture)	50%
42. Cheekbone, shoulder (any fracture)	30%
43. Neck, skull or spine (Simple Fracture, Other Fracture, or Hairline Fracture)	50%
44. Arm, elbow, wrist or ribs (Complete Fracture or Other Fracture)	25%
45. Jaw, pelvis, leg, ankle or knee (Simple Fracture or Hairline Fracture)	20%
46. Nose or collar bone (any fracture)	20%
47. Arm, elbow, wrist or ribs (Simple Fracture or Hairline Fracture)	20%
48. Finger, Thumb, Foot, Hand or Toe (any fracture)	7.5%

#### 1.7 Part E - Loss of Teeth or Dental Procedures - Lump Sum Benefits

- i. Cover for an **Event** under this Part E only applies if an amount is shown in the **Schedule** against Part E Loss of Teeth or Dental Procedures Lump Sum Benefits.
- ii. The loss or procedure(s) (as the case may be) must occur within twelve (12) months of the date of the **Bodily Injury**.
- iii. The benefits shown below are a percentage of the amount shown in the **Schedule** against Part E Loss of Teeth or Dental Procedures Lump Sum Benefits.
- iv. The maximum benefit payable for any one (1) **Bodily Injury** resulting in loss of **Teeth** or Dental Procedures will be the amount shown in the **Schedule** against Part E Loss of Teeth or Dental Procedures Lump Sum Benefits.
- v. A limit per **Tooth** applies, and will be the amount shown in the **Schedule** against Part E Loss of Teeth or Dental Procedures Limit per Tooth.

The Events	The Benefits
49. Loss of <b>Teeth</b> or full capping of <b>Teeth</b>	100%
50. Partial capping of <b>Teeth</b>	50%



### Section 2: General Extensions Applicable to the Policy

The following Extensions are only covered by this **Policy** if an amount is shown in the **Schedule** for that particular Extension.

#### 2.1 Accidental HIV Infection Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** is infected with Human Immunodeficiency Virus (HIV) or any variation thereof, or acquires Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) as a direct result of:

- i. Bodily Injury caused by an Unprovoked Assault or a Violent Criminal Act covered by this Policy; or
- ii. receiving medical treatment from a **Doctor** or registered nurse for a **Bodily Injury** or **Sickness** covered by this **Policy**;

**We** will pay the **Covered Person** the amount shown in the **Schedule** against Extension 2.1 - 'Accidental HIV Infection Benefit'. Provided that the **Covered Person** is positively diagnosed within one hundred and eighty (180) days from the event giving rise to the infection.

#### 2.2 Accommodation and Transport Expenses Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** is admitted to hospital as a result of a **Bodily Injury** or **Sickness** covered by this **Policy**, and the hospital is more than one hundred kilometres (100km) from the **Covered Person's** normal place of residence, **We** will pay the reasonable transport and/or accommodation expenses incurred by:

- i. the Covered Person's Spouse/Partner and/or Dependent Child(ren); or
- ii. up to two (2) other persons,

to travel to and from the hospital and/or remain with the **Covered Person**, up to the amount shown in the **Schedule** against Extension 2.2 – 'Accommodation and Transport Expenses'.

#### 2.3 Air or Road Rage Incident - Expenses Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** covered by this **Policy** as a result of being the victim of an **Air or Road Rage Incident**, **We** will reimburse the **Policyholder** or **Covered Person** for the following expenses:

- i. where the **Covered Person** and/or **Close Relative(s)** have missed the original departure, the additional accommodation or transportation expenses incurred to transport the **Covered Person** and/or their **Close Relative(s)** to their intended destination; and
- ii. additional accommodation or transport expenses incurred to transport the Covered Person and/or their Close Relative(s) to their return destination, or to travel from the place where the trip was interrupted to a place where the Covered Person and/or their Close Relative(s) can resume the trip; and
- iii. the unused portion of forfeited travel or accommodation expenses paid in advance, provided that:
  - a. the **Covered Person** reported the **Air or Road Rage Incident** to the police or other relevant local authority as soon as reasonably practicable after the incident occurred; and
  - b. the trip or pre-scheduled trip was interrupted or cancelled due to the Air or Road Rage Incident.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 2.3 – 'Air or Road Rage Incident – Expenses Benefit'.



- 2.4 Air or Road Rage Incident, Carjacking Incident or Unprovoked Assault Identity Theft Benefit
  - If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** is the victim of **Identity Theft** as a result of an **Air or Road Rage Incident**, **Carjacking Incident** or **Unprovoked Assault** covered by this **Policy**, **We** will reimburse the **Covered Person** for reasonable **Identity Theft Expenses** incurred with **Our** consent (such consent shall not to be unreasonably withheld or delayed), to rectify any loss or damage caused by the **Identity Theft**. The maximum amount **We** will pay is the amount shown in in the **Schedule** against Extension 2.4 'Air or Road Rage Incident, Carjacking Incident or Unprovoked Assault Identity Theft Benefit'. Provided that:
  - i. the **Covered Person** shall make every practicable effort to mitigate the chances of their identity being stolen, including contacting financial service providers or issuing authorities to cancel debit or credit cards as soon as reasonably practicable following the incident; and
  - ii. the Covered Person must report the Air or Road Rage Incident, Carjacking Incident or Unprovoked Assault to the police or other relevant local authority as soon as reasonably practicable after the incident occurs, and if it is reasonably within the power of the Covered Person, they must provide Us with a written copy of that report.

For the purpose of this General Extension 2.4, **Identity Theft Expenses** means:

- legal and other reasonable expenses incurred to pursue closure of accounts, credit facilities or other facilities or commitments; and
- ii. legal and other reasonable expenses incurred to resubmit applications for loans, grants, other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of **Identity Theft**; and
- iii. legal and other reasonable expenses incurred to notarise affidavits or other similar documents, amending or rectifying records with respect to the Covered Person's true name or identity as the result of Identity Theft; and
- iv. legal and other reasonable expenses incurred to defend any suit brought against the **Covered**Person by a creditor or collection agency or any other entity acting on behalf of a creditor for non-payment of goods or services or for the default on a loan, as the result of **Identity Theft**; and
- v. legal and other reasonable expenses incurred to remove any civil judgment wrongfully entered against the **Covered Person** as a result of **Identity Theft**; and
- vi. the Salary of the Covered Person lost by the Policyholder or the Covered Person as a result of time off work to correct financial records altered due to the Identity Theft. However, there is no cover for lost Salary where the Covered Person is off work and receiving weekly benefits for Event 31 or 32 (weekly benefits for Temporary Total Disablement or Temporary Partial Disablement for Bodily Injury). The Covered Person must provide proof of lost Salary.

#### 2.5 **Bed Care Benefit**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, a **Doctor** certifies that the **Covered Person** is required to be confined to bed (other than in a hospital or medical facility) as a result of a **Bodily Injury**, for a period in excess of twenty-four (24) hours, **We** will pay the **Policyholder** or **Covered Person** for each week of bed confinement. The maximum weekly amount and maximum number of consecutive weeks are shown in the **Schedule** against Extension 2.5 – 'Bed Care Benefit'. If the bed confinement continues for a period of less than one (1) week, or for only part of any subsequent week, **We** will pay the Bed Care Benefit at the rate of one seventh (1/7th) of the weekly amount for each day during which bed confinement continues. This benefit will be payable in addition to any other amount paid or payable under the **Policy**.



#### 2.6 Cancer Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** is first diagnosed with **Cancer**, **We** will pay the **Covered Person** the amount shown in the **Schedule** against Extension 2.6 – 'Cancer Benefit', in addition to any other benefit payable under this **Policy**, provided that:

- i. Part C Sickness Benefits has been selected for cover in the Schedule; and
- ii. the Scope of Cover in the Schedule shows that cover operates on a 24/7 basis; and
- iii. the manifestation of any symptoms or conditions which subsequently result in an investigation leading to a diagnosis of **Cancer**, do not occur within ninety (90) days of that person first becoming a **Covered Person**: and
- iv. the Cancer is not directly or indirectly caused by a Pre-Existing Condition;
- v. the Covered Person survives for a period of not less than thirty (30) days following diagnosis; and
- vi. the Covered Person has not previously qualified for a benefit amount under this Extension 2.6.

# 2.7 Carjacking Incident - Excess and Vehicle Hire Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** is the victim of a **Carjacking Incident** which results in theft of and/or damage to the **Covered Person's** vehicle, **We** will reimburse the **Policyholder** or **Covered Person** the actual costs incurred for:

- i. the excess applicable under the **Covered Person's** personal comprehensive motor vehicle insurance policy, or if less than the excess applicable, the costs paid for any repairs that cannot be recovered from any other source; and
- ii. the reasonable costs of a hire vehicle, or for hire of a taxi or commercial ride sharing service, for the Covered Person to take travel directly to and from their usual home and workplace, and for travel directly to and from other authorised business activities of the Policyholder if the Covered Person is without their vehicle due to theft or whilst repairs are being undertaken on the vehicle.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 2.7 – 'Carjacking Incident – Excess and Vehicle Hire Benefit'.

# 2.8 Carjacking Incident - Lump Sum Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** covered by this **Policy** as a result of being the victim of a **Carjacking Incident**, **We** will pay the **Covered Person** the amount shown in the **Schedule** against Extension 2.8 – 'Carjacking Incident – Lump Sum Benefit'. Provided that the **Covered Person** reports the **Carjacking Incident** to the police or other relevant local authority as soon as reasonably practicable after the incident occurs.

#### 2.9 Chauffeur Services Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** becomes entitled to a payment of a benefit under any of **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**), **We** will reimburse the reasonable costs incurred for a chauffeur, taxi or commercial ride sharing service, to transport the **Covered Person** directly to and from:

- the Covered Person's usual place of work and their usual place of residence, if the Covered
  Person recovers sufficiently to return to work but a Doctor certifies that they are unable to drive
  a vehicle or travel on public transport; and
- ii. any medical appointment for the treatment of the **Temporary Total Disablement** or **Temporary Partial Disablement**.



The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 2.9 – 'Chauffeur Services Benefit'.

#### 2.10 Childcare Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury**, and becomes entitled to the payment of a benefit under any of the following **Events**:

- i. Event 1 (Accidental Death);
- ii. Event 2 (Permanent Total Disablement);
- iii. Event 3 (Paraplegia or Quadriplegia);
- iv. Event 4 (Loss of one (1) or both eyes);
- v. Event 5 (Loss of one (1) or more Limbs);
- vi. Event 6 (Loss of both Hands);
- vii. Event 7 (Loss of four (4) Fingers and Thumb of both Hands);
- viii. Event 11 (Loss of both Feet);
- ix. Event 13 (Permanent Serious Mental Impairment);
- x. Event 14 (Loss of hearing in one (1) or both ears); or
- xi. Event 15 (Loss of the lens of both eyes):

**We** will reimburse the **Covered Person** for the reasonable expenses incurred for the services of a registered childcare provider, up to the amount shown in the **Schedule** against Extension 2.10 – 'Childcare Benefit', but only in respect of additional expenses that would not otherwise have been incurred.

# 2.11 Coma Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** covered by this **Policy**, and which:

- i. such Bodily Injury directly causes or results in a continuous unconscious state; and
- ii. **We** are provided with a written opinion of a **Doctor** that certifies that the **Bodily Injury** caused the **Covered Person** to be in such a continuous unconscious state,

We will pay to the Covered Person or the Covered Person's legal representative on behalf of the Covered Person, a daily amount for each consecutive day, or part thereof, of continuous unconsciousness, up to a maximum number of consecutive days. The maximum daily amount and maximum number of consecutive days are shown in the Schedule against Extension 2.11 – 'Coma Benefit'. If the state of unconsciousness persists for less than one (1) week, or for only part of any subsequent week, We will pay the Coma Benefit described above at the rate of one seventh (1/7th) the weekly rate for each day of unconsciousness during that part week. This benefit will be payable in addition to any other amount paid or payable under the Policy.

#### 2.12 Concussion Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** in connection with the business of the **Policyholder**, which results in a grade 3 or higher concussion as confirmed by a **Doctor** who certifies that the cause of the concussion was the **Bodily Injury**, **We** will pay the **Covered Person** the amount shown in the **Schedule** per **Bodily Injury** against Extension 2.12 – 'Concussion Benefit'. The maximum amount **We** will pay for any one (1) **Period of Insurance** for any **Covered Person** is the amount shown in the **Schedule** against Extension 2.12 – 'Concussion Benefit'.



### 2.13 Corporate Image Protection Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** likely to result in a valid claim under the **Policy** with respect to the following **Events**:

- i. Event 1 (Accidental Death);
- ii. Event 2 (Permanent Total Disablement);
- iii. Event 3 (Paraplegia or Quadriplegia);
- iv. Event 4 (Loss of one (1) or both eyes);
- v. Event 5 (Loss of one (1) or more Limbs);
- vi. Event 6 (Loss of both Hands);
- vii. Event 7 (Loss of four (4) Fingers and Thumb of both Hands);
- viii. Event 11 (Loss of both Feet);
- ix. Event 13 (Permanent Serious Mental Impairment);
- x. Event 14 (Loss of hearing in one (1) or both ears); or
- xi. Event 15 (Loss of the lens of both eyes):

We will reimburse the **Policyholder** for costs (other than the **Policyholder's** own internal costs) incurred with **Our** prior written agreement (not to be unreasonably withheld or delayed) as a result of such **Bodily Injury**(ies) to:

- a. engage image consultants and public relations consultants; and
- b. engage media partners or media consultants; and/or
- c. release information through the media,

for the purpose of protecting and/or positively promoting the Policyholder's business and/or image.

Provided that such costs are incurred within twelve (12) months of the Bodily Injury(ies).

The maximum amount **We** will pay with respect to any one (1) corporate image event is the amount shown in the **Schedule** against Extension 2.13 – 'Corporate Image Protection Benefit'.

#### 2.14 Dependent Children Supplement

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** suffers an **Accidental Death**, **We** will pay in addition to **Event 1** (**Accidental Death**) the amount stated in the **Schedule** against Extension 2.14 – 'Dependent Children Supplement'. The maximum amounts **We** will pay for each **Dependent Child** and for each family, are the amounts shown in the **Schedule** against Extension 2.14 – 'Dependent Children Supplement'.

# 2.15 **Disappearance**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** disappears in any manner whatsoever, and the **Covered Person's** body has not been found within twelve (12) months after the date of that disappearance, the **Covered Person** will be deemed, for the purpose of this **Policy**, to have died as a result of a **Bodily Injury** at the time of their disappearance.

Where the **Accidental Death** benefit in the Table of Events (**Event 1**) is payable because of a disappearance, **We** will only pay that benefit if the **Policyholder** or the legal representatives of the **Covered Person's** estate:

- i. reports the disappearance to the local police and obtains a written report; and
- ii. provide a death certificate from the relevant authority, or where a death certificate cannot be



- obtained, evidence that the **Covered Person's** disappearance was reported to the police, or coroner, or other relevant authority will be required; and
- iii. provide **Us** a signed undertaking that the benefit will be repaid to **Us** if, after **Our** payment, it is found that the **Covered Person's** estate knew that the **Covered Person** did not die or did not die as a result of a **Bodily Injury**.

#### 2.16 Education Fund Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** suffers an **Accidental Death** covered by this **Policy**, **We** will reimburse school or university fees which are subsequently incurred for any **Dependent Child** who is enrolled in a school, TAFE, university or similar accredited educational institution at the time of the **Covered Person's Accidental Death**. The maximum amounts **We** will pay for each **Dependent Child** and for each family, are the amounts shown in the **Schedule** against Extension 2.16 – 'Education Fund Benefit'.

### 2.17 Emergency Home Help Benefit

If, during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury which results in a Doctor certifying that the Covered Person is unable to carry out Domestic Duties, We will pay the reasonable and necessary costs incurred for the Domestic Duties to be performed by a person other than a Close Relative of the Covered Person, but only in respect of additional expenses which would not have otherwise been incurred.

The maximum amount **We** will pay per week for any one (1) **Event**, and the maximum number of weeks for which payments will be made, are shown in the **Schedule** against Extension 2.17 – 'Emergency Home Help Benefit'.

#### 2.18 Escalation of Claim Benefit

If **We** have paid a benefit under any of **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**) 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 percent (5%) compound per annum. Any continuation of benefits shall not exceed the total maximum **Benefit Period** shown in the **Schedule**.

# 2.19 Executor Emergency Cash Advance Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** resulting in **Accidental Death**, **We** will, upon the written request of the executor of the **Covered Person's** estate, advance to the **Policyholder** or the executor of the **Covered Person's** estate, the sum stated in the **Schedule** against Extension 2.19 – 'Executor Emergency Cash Advance Benefit', while the administration of the **Covered Person's** estate is being arranged. Provided that:

- i. any cash advance under this benefit will be subject to reasonable evidence that the cause of death is a covered **Bodily Injury**; and
- ii. the amount of the payment made under this Extension 2.19 shall be deducted from any amount paid under **Event 1** (**Accidental Death**).

#### 2.20 Exposure

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** is exposed to the elements as a result of an **Accident** and, within twelve (12) months of the **Accident**, the **Covered Person** sustains any **Event** as a direct result of that exposure, the **Covered Person** will be deemed, for the purpose of the **Policy**, to have sustained a **Bodily Injury** on the date of the **Accident**.



# 2.21 Funeral Expenses Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** suffers an **Accidental Death**, **We** will pay up to the amount shown in the **Schedule** against Extension 2.21 – 'Funeral Expenses Benefit' for:

- the reasonable funeral, burial or cremation of the Covered Person's body and associated expenses; and
- ii. all reasonable expenses incurred to transport the **Covered Person's** body or ashes to a place nominated by the legal representative of the **Covered Person's** estate.

#### 2.22 Guaranteed Payment

If a **Covered Person** becomes entitled to a payment of a benefit under either of **Events** 31 or 37 (weekly benefits for **Temporary Total Disablement** for **Bodily Injury** or **Sickness**), **We** will immediately pay twelve (12) weeks of benefits, provided that the **Policyholder** or a **Covered Person** gives **Us** evidence from a **Doctor** certifying that the period of **Temporary Total Disablement** is likely to be twenty-six (26) weeks or greater.

#### 2.23 Home Care Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** is in receipt of a weekly benefit for either of **Events** 31 or 37 (weekly benefits for **Temporary Total Disablement** for **Bodily Injury** or **Sickness**) and is medically certified by a **Doctor** as requiring full-time care, **We** will pay a weekly amount where an immediate **Family Member** ceases permanent employment, and is no longer earning an income, solely because of the provision of that care.

**We** will pay the lesser of the weekly amount stated in the **Schedule** against Extension 2.23 – 'Home Care Benefit' and the income the **Family Member** would have earned had the **Covered Person** not required full-time care, for the maximum number of weeks stated in the **Schedule**.

# 2.24 Independent Financial Advice Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** becomes entitled to the payment of a benefit under any of the following **Events**:

- i. Event 1 (Accidental Death);
- ii. Event 2 (Permanent Total Disablement);
- iii. Event 3 (Paraplegia or Quadriplegia);
- iv. Event 4 (Loss of one (1) or both eyes);
- v. Event 5 (Loss of one (1) or more Limbs);
- vi. Event 6 (Loss of both Hands);
- vii. Event 7 (Loss of four (4) Fingers and Thumb of both Hands);
- viii. Event 11 (Loss of both Feet);
- ix. Event 13 (Permanent Serious Mental Impairment);
- x. Event 14 (Loss of hearing in one (1) or both ears); or
- xi. Event 15 (Loss of the lens of both eyes):

We will, if requested by the **Policyholder**, the **Covered Person** or the representative of the **Covered Person's** estate, pay in addition to the benefit applicable to that **Event**, the cost of obtaining independent financial advice, provided such advice is given by a professional financial advisor:

a. who is not the Policyholder, a Covered Person, or a Close Relative of the Covered Person; and



b. who, at the time the advice is given, is regulated by the Australian Securities and Investments Commission (ASIC) and is authorised by ASIC to give such financial advice. If the financial advice is obtained in a country other than Australia, the advice must be given by a person who is authorised or regulated under the laws of that country to provide such financial advice.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 2.24 – 'Independent Financial Advice Benefit'.

# 2.25 Modification Expenses Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** becomes entitled to the payment of a benefit under any of the following **Events**:

- i. Event 1 (Accidental Death):
- ii. Event 2 (Permanent Total Disablement);
- iii. Event 3 (Paraplegia or Quadriplegia);
- iv. Event 4 (Loss of one (1) or both eyes);
- v. **Event** 5 (**Loss** of one (1) or more **Limbs**);
- vi. Event 6 (Loss of both Hands);
- vii. Event 7 (Loss of four (4) Fingers and Thumb of both Hands);
- viii. Event 11 (Loss of both Feet);
- ix. Event 13 (Permanent Serious Mental Impairment);
- x. Event 14 (Loss of hearing in one (1) or both ears); or
- xi. Event 15 (Loss of the lens of both eyes):

**We** will reimburse the **Policyholder** or the **Covered Person**, up to the amount shown in the **Schedule** against Extension 2.25 – 'Modification Expenses Benefit', for reasonable costs incurred to:

- a. modify the Covered Person's vehicle; and
- b. modify the **Covered Person's** home or relocate the **Covered Person** to a more suitable residence; and
- c. with the agreement of the Policyholder, modify the Covered Person's workplace,

provided that a **Doctor** certifies that the modification and/or relocation is medically necessary, or is likely to be beneficial in managing the **Covered Person's** condition or to enable greater independence in daily life.

# 2.26 Orphan Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person's Dependent Children** become orphaned as a result of the **Covered Person** suffering an **Accidental Death**, **We** will pay the **Covered Person's** estate (in addition to any benefit payable under Extension 2.14 – Dependent Children Supplement) a Lump Sum Benefit. The maximum amounts **We** will pay for each **Dependent Child** and for each family, are the amounts shown in the **Schedule** against Extension 2.26 – 'Orphan Benefit'.

#### 2.27 Out of Pocket Expenses Benefit

i. If, during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury covered by this Policy, We will reimburse the reasonable costs incurred directly as a result of such Bodily Injury for:



- a. Bodily Injury Aids; and
- b. local transportation (other than in an ambulance) for the purpose of seeking medical treatment; and
- c. other non-medical expenses such as clothing and non-medical equipment; and
- d. any other out of pocket expenses not insured elsewhere under this Policy.
- ii. If the personal property of a Covered Person is lost or damaged as a result of a Bodily Injury caused by an Unprovoked Assault covered by this Policy, We will also pay the value of the personal property, provided that the Covered Person reports the Unprovoked Assault to the police or other appropriate authority as soon as reasonably practicable after the assault.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 2.27 – 'Out of Pocket Expenses Benefit'.

### 2.28 Partner Retraining Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** becomes entitled to the payment of a benefit under any of the following **Events**:

- i. Event 1 (Accidental Death);
- ii. Event 2 (Permanent Total Disablement);
- iii. Event 3 (Paraplegia or Quadriplegia);
- iv. Event 4 (Loss of one (1) or both eyes);
- v. Event 5 (Loss of one (1) or more Limbs);
- vi. Event 6 (Loss of both Hands);
- vii. Event 7 (Loss of four (4) Fingers and Thumb of both Hands);
- viii. Event 11 (Loss of both Feet);
- ix. Event 13 (Permanent Serious Mental Impairment);
- x. Event 14 (Loss of hearing in one (1) or both ears); or
- xi. Event 15 (Loss of the lens of both eyes):

We will pay, if asked by the Policyholder, or the Covered Person, or the representative of the Covered Person's estate, the cost incurred to train or retrain the Covered Person's Spouse/Partner:

- a. for the purpose of obtaining gainful employment; or
- b. to improve their employment prospects; or
- c. to enable them to improve the quality of care they can provide to the **Covered Person**,

provided always that:

- 1. the training is provided by a registered training organisation qualified to provide such service; and
- 2. all expenses are incurred within twenty-four (24) months of the date the Covered Person sustained the Bodily Injury covered by the Policy.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 2.28 – 'Partner Retraining Benefit'. This benefit is payable in addition to any other benefit payable under this **Policy.** 



# 2.29 Post-Traumatic Stress Disorder Weekly Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person**:

- is first diagnosed with Post-Traumatic Stress Disorder (PTSD) within twelve (12) months of, and as a direct result of, being a victim of or eyewitness to (other than by television, social media, newspaper or other media) an Act of Terrorism, Air or Road Rage Incident, Carjacking Incident or Violent Criminal Act; and
- ii. sustains **Temporary Total Disablement** or **Temporary Partial Disablement** as a result of that diagnosis; and
- iii. an amount is shown in the **Schedule** for **Event** 31 or 32 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury**); and
- iv. no amount for **Events** 37 or 38 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Sickness**) is shown in the **Schedule**,

**We** will pay the **Covered Person** a weekly benefit. The maximum amount **We** will pay per **Covered Person** per week, and the maximum number of weeks for which payments will be made, are shown in the **Schedule** against Extension 2.29 – 'Post-Traumatic Stress Disorder Weekly Benefit'.

The maximum amount **We** will pay for all **Covered Persons** during the **Period of Insurance**, shall not exceed the amount shown in the **Schedule** against Extension 2.29 – 'Post-Traumatic Stress Disorder – Maximum Amount per Period of Insurance'.

# 2.30 Premature Birth/Miscarriage Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** covered by this **Policy** which results in premature childbirth (prior to thirty-two (32) weeks gestation) or miscarriage, **We** will pay the **Policyholder** or the **Covered Person** the amount shown in the **Schedule** against Extension 2.30 – 'Premature Birth/Miscarriage Benefit'.

# 2.31 Reconstructive or Cosmetic Surgery Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** becomes entitled to a benefit under any of **Events** 2 to 25 listed in Part A – Accidental Death and Bodily Injury - Lump Sum Benefits, and it is medically necessary for the **Covered Person** to have reconstructive or cosmetic surgery, **We** will pay the **Policyholder** or **Covered Person** an additional ten percent (10%) of that benefit amount for that **Event**, up to the maximum amount shown in the **Schedule** against Extension 2.31 – 'Reconstructive or Cosmetic Surgery Benefit'.

#### 2.32 Replacement Staff/Recruitment Costs Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** for which a benefit is payable for any one (1) of the following **Events**:

- i. Event 1 (Accidental Death);
- ii. Event 2 (Permanent Total Disablement);
- iii. Event 3 (Paraplegia or Quadriplegia); or
- iv. Event 13 (Permanent Serious Mental Impairment)

**We** will pay the reasonable costs incurred by the **Policyholder** to recruit replacement employees for the continuation of the **Policyholder's** business, up to the amount shown in the **Schedule** against Extension 2.32 – 'Replacement Staff/Recruitment Costs Benefit', and provided that the recruitment process commences within ninety (90) days of the **Event.** 



#### 2.33 Return to Work Assistance Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** becomes entitled to a payment of a benefit under any of **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**), **We** will reimburse the **Covered Person** for reasonable costs incurred for professional assistance to improve the **Covered Person's** physical and/or emotional condition to support a return to their usual occupation. Professional assistance includes, but is not limited to, assistance recommended by a **Doctor** or occupational therapist for special equipment for and/or modifications to the **Covered Person's** usual workplace.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 2.33 – 'Return to Work Assistance Benefit'.

#### 2.34 Student Tutorial Expenses Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** who is also a full-time student or part-time student sustains a **Bodily Injury** which results in a **Doctor** certifying that the **Covered Person** is temporarily unable to attend their registered classes, **We** will pay the cost of reasonably and necessarily incurred additional home tutorial services as a result of that **Bodily Injury** up to the weekly amount and for the maximum number of weeks for which payments will be made shown in the **Schedule** against Extension 2.34 – 'Student Tutorial Expenses Benefit'. This benefit is available where the **Covered Person** is registered as a full-time student or part-time student with an educational institution. Home tutorial services must be carried out by persons other than the **Covered Person's Close Relatives** or persons permanently living with the **Covered Person**. This Extension 2.34 is also subject to an **Excess Period** shown in the **Schedule** against Extension 2.34 – 'Student Tutorial Expenses Benefit'.

# 2.35 Surviving Spouse/Partner Supplement

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** suffers an **Accidental Death** covered by this **Policy**, **We** will pay, in addition to **Event 1** (**Accidental Death**), the amount stated in the **Schedule** against Extension 2.35 – 'Surviving Spouse/Partner Supplement' for a surviving **Spouse/Partner**.

# 2.36 Terrorism Injury Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** as a result of an **Act of Terrorism**, and becomes entitled to a benefit under any of the following **Events**:

- i. Event 1 (Accidental Death);
- ii. Event 2 (Permanent Total Disablement);
- iii. Event 3 (Paraplegia or Quadriplegia);
- iv. Event 4 (Loss of one (1) or both eyes);
- v. Event 5 (Loss of one (1) or more Limbs);
- vi. Event 6 (Loss of both Hands);
- vii. Event 7 (Loss of four (4) Fingers and Thumb of both Hands);
- viii. Event 11 (Loss of both Feet);
- ix. Event 13 (Permanent Serious Mental Impairment);
- x. Event 14 (Loss of hearing in one (1) or both ears); or
- xi. Event 15 (Loss of the lens of both eyes):

We will, in addition, pay to the **Policyholder** the amount shown in the **Schedule** per **Covered Person** up to the maximum amount for any one (1) **Period of Insurance** for Extension 2.36 – 'Terrorism Injury Benefit'.



#### 2.37 Trauma Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains psychological trauma (which is diagnosed by a **Doctor**) as a direct result of:

- i. being the victim of, or an eyewitness to, an **Act of Terrorism**, **Air or Road Rage Incident**, **Carjacking Incident** or **Violent Criminal Act** occurring during the **Period of Insurance**; or
- ii. an Event covered under Section 1 of this Policy;

**We** will pay the **Covered Person** the amount shown in the **Schedule** against Extension 2.37 – 'Trauma Benefit' towards the costs of trauma counselling, provided that:

- a. those costs are not an expense to which General Exclusions 4.1(v) or (vi) apply;
- b. the trauma counselling is provided by a registered psychologist or psychiatrist (who is not a **Covered Person** or their **Close Relative**); and
- c. the treatment is certified as necessary by a **Doctor** for the wellbeing of the **Covered Person**.

# 2.38 Tuition or Advice Expenses Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** or **Sickness** and becomes entitled to a payment of a benefit under any of **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**), **We** will reimburse any expenses incurred by the **Policyholder** or a **Covered Person** for tuition or advice given to the **Covered Person** by a licensed vocational school, provided such tuition or advice is undertaken with **Our** prior written agreement (such agreement not to be unreasonably withheld or delayed) and the agreement of the **Covered Person's Doctor**.

Reimbursement under this Extension 2.38 will be limited to the actual costs incurred by the **Policyholder** or the **Covered Person**, up to the maximum amount per month, and the maximum number of months, shown in the **Schedule** against Extension 2.38 – 'Tuition or Advice Expenses Benefit'.

#### 2.39 Unexpired Membership Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** becomes entitled to the payment of a benefit under any of the following **Events**:

- i. Events 2 to 7, 11, 13, 14, 15; or
- ii. Events 31, 32, 37 or 38 (weekly benefits for Temporary Total Disablement or Temporary Partial Disablement for Bodily Injury or Sickness) for which a Doctor certifies in writing will reasonably likely continue for a minimum period of twenty-six (26) weeks or the period for which the Covered Person has pre-paid a membership, association or registration fee (whichever is the greater);

**We** will pay the **Policyholder** or **Covered Person** a refund of such pre-paid, unused and non-refundable fees for the current season or membership period, up to the amount shown in the **Schedule** against Extension 2.39 – 'Unexpired Membership Benefit'.

This payment is calculated from the date the **Doctor** certifies that the **Covered Person** is prevented from participating and ends at the end of the current season or membership period which has been pre-paid.

This benefit is not payable if:

- a. the **Covered Person** has been certified by a **Doctor** as being prevented from participating only for a portion of the entire pre-paid period; and/or
- b. a refund, credit note or voucher has been received or been offered for the unused pre-paid fees.



#### 2.40 Visitors Benefit

If, during the **Period of Insurance**, a third party visits the **Policyholder's** premises in a business capacity and sustains a **Bodily Injury** which, had the third party been a **Covered Person**, would have resulted in a benefit being paid under any one (1) of the following **Events**:

- i. Event 1 (Accidental Death); or
- ii. Event 2 (Permanent Total Disablement):

**We** will pay the **Policyholder** the amount shown in the **Schedule** against Extension 2.40 – 'Visitors Benefit'.

#### 2.41 Work Experience Benefit

If, during the **Period of Insurance**, a person is undertaking authorised **Work Experience** with the **Policyholder** and, whilst performing duties on behalf of the **Policyholder**, sustains a **Bodily Injury** which, had the person been a **Covered Person**, would have resulted in a benefit being paid under any the following **Events**:

- i. Event 1 (Accidental Death);
- ii. Event 2 (Permanent Total Disablement);
- iii. Event 3 (Paraplegia or Quadriplegia);
- iv. Event 4 (Loss of one (1) or both eyes);
- v. Event 5 (Loss of one (1) or more Limbs);
- vi. Event 6 (Loss of both Hands);
- vii. Event 7 (Loss of four (4) Fingers and Thumb of both Hands);
- viii. Event 11 (Loss of both Feet);
- ix. Event 13 (Permanent Serious Mental Impairment);
- x. Event 14 (Loss of hearing in one (1) or both ears); or
- xi. Event 15 (Loss of the lens of both eyes):

**We** will pay the person, or their estate, the amount shown in the **Schedule** against Extension 2.41 – 'Work Experience Benefit'.

#### 2.42 Workplace Assault Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** as a result of an **Unprovoked Assault** whilst at the **Policyholder's** premises or the **Covered Person's** usual place of employment with the **Policyholder**, **We** will pay the **Policyholder** or the **Covered Person** the amount shown in the **Schedule** against Extension 2.42 – 'Workplace Assault Benefit'.



# **Section 3: General Conditions Applicable to the Policy**

These General Conditions apply to all Sections of the **Policy**, unless expressly stated otherwise. These General Conditions apply in addition to any Conditions contained in Section 1 or Section 2.

- 3.1 The **Covered Person** shall, as soon as reasonably practicable after the happening of any **Bodily**Injury or the manifestation of any **Sickness** giving rise to a claim under the **Policy**, procure and follow medical advice from a **Doctor**, as not doing so may prejudice **Our** rights and may result in **Us** reducing the amount payable under this **Policy**.
- 3.2 Unless specified otherwise in the **Policy**, all benefits will be paid to the **Policyholder** or such other person or persons and in such proportions the **Policyholder** nominates.



# Section 4: General Exclusions Applicable to the Policy

These General Exclusions apply to all Sections the **Policy**, unless expressly stated otherwise. These general Exclusions apply in addition to any Exclusions contained in Section 1 or Section 2.

- 4.1 **We** will not pay benefits with respect to any loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** which:
  - i. results from a **Covered Person** engaging in or taking part in:
    - a. flying, or engaging in aerial activities, other than as a passenger in an aircraft licensed to carry passengers, or which the **Covered Person** believes on reasonable grounds is licensed to carry passengers; or
    - b. training for or participating in Professional Sport of any kind;
  - ii. results from any intentional self-injury, suicide or any illegal or criminal act committed by the Policyholder or a Covered Person, provided that this General Exclusion 4.1(ii) does not apply to the Policyholder or any Covered Person who is not the perpetrator of such act, or who did not know of or condone any such act;
  - iii. results from **War** or **Civil War** in a **Covered Person's** country of residence, or in any of the following countries: Afghanistan, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Somalia, or Sudan; provided that this Exclusion 4.1(iii) will not apply where **Bodily Injury** or **Sickness** is sustained as a result of hijacking, riot, strike, or civil commotion (but only where the **Covered Person** did not participate in such hijacking, riot, strike or civil commotion);
  - iv. results from any **Pre-Existing Condition**, provided that this General Exclusion 4.1(iv) will not apply to illness or disease resulting directly from medical or surgical treatment rendered necessary by any **Bodily Injury**;
  - v. is covered by Medicare, in whole or in part;
  - vi. would result in **Our** contravening the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth)*, the *Private Health Insurance (Health Insurance Business) Rules* as updated from time to time, or the *National Health Act 1953 (Cth)* or any amendment to, or consolidation or re-enactment of those Acts or any succeeding, replacement or equivalent legislation.
- 4.2 **We** will not pay any benefit with respect to any loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** to the extent that trade or economic sanctions or other laws or regulations prohibit **Us** from providing insurance, including but not limited to, the payment of claims.



# **Section 5: General Provisions Applicable to the Policy**

These General Provisions apply to all Sections of the Policy, unless expressly stated otherwise.

#### 5.1 Age Limitations

- i. If a **Covered Person** is aged seventy-five (75) years or over, but under eighty-five (85) years at the time the entitlement to claim arose:
  - a. no benefit is payable under Section 1 Events 31, 32, 37 or 38 (weekly benefits for Temporary Total Disablement or Temporary Partial Disablement for Bodily Injury or Sickness); and
  - b. no benefit is payable under Extension 2.6 'Cancer Benefit'.

This clause will not prejudice any entitlement to claim benefits which arose before a **Covered Person** attained the age of seventy-five (75) years, unless otherwise endorsed or stated in the **Schedule**.

- ii. If a **Covered Person** is aged eighty-five (85) years or over, but under ninety (90) years at the time the entitlement to claim arose:
  - a. cover under Section 1 Event 1 (Accidental Death) and Events 3–25, are limited to \$250,000 and Event 2 (Permanent Total Disablement) is limited to the amount shown in the Schedule against Part A Accidental Death and Bodily Injury Lump Sum Benefits; and
  - b. no benefit is payable under Section 1 Events 31, 32, 37 or 38 (weekly benefits for Temporary Total Disablement or Temporary Partial Disablement for Bodily Injury or Sickness); and
  - c. no benefit is payable under Extension 2.6 'Cancer Benefit'.

This clause will not prejudice any entitlement to claim benefits which arose before a **Covered Person** attained the age of eighty-five (85) years, unless otherwise endorsed or stated in the **Schedule**.

- iii. If a Covered Person is aged ninety (90) years or over at the time the entitlement to claim arose:
  - a. cover under Section 1 Event 1 (Accidental Death) and Events 3–25, are limited to a maximum of \$25,000; and
  - b. no benefit is payable under Section 1 Event 2 (Permanent Total Disablement); and
  - c. no benefit is payable under Section 1 Events 31, 32, 37 or 38 (weekly benefits for Temporary Total Disablement or Temporary Partial Disablement for Bodily Injury or Sickness); and
  - d. no benefit is payable under Extension 2.6 'Cancer Benefit'.

This clause will not prejudice any entitlement to claim benefits which arose before a **Covered Person** attained the age of ninety (90) years, unless otherwise endorsed or stated in the **Schedule**.

#### 5.2 Aggregate Limits of Liability

- Except as stated below, Our total liability for all claims arising under the Policy during any one (1)
   Period of Insurance will not exceed the amount shown in the Schedule against Aggregate Limits of Liability Any one Period of Insurance. In the event this limit is reached, the amount may be reinstated on request if We agree and upon payment of an appropriate additional Premium (plus any charges);
- ii. Our total liability for all claims arising under the Policy during any one (1) Period of Insurance relating directly to Non-Scheduled Flight(s) will not exceed the amount shown in the Schedule against Aggregate Limits of Liability - Non-Scheduled Flights. In the event this limit is reached, the amount may be reinstated on request if We agree and upon payment of an appropriate additional Premium (plus any charges);



- iii. Our liability for any one (1) event giving rise to a claim under the **Policy** with respect to **War** and/or **Civil War** will not exceed the maximum amount shown in the **Schedule** against Aggregate Limits of Liability War and/or Civil War Maximum liability for any one event;
- iv. Our total liability for all claims arising under the Policy during and one (1) Period of Insurance relating to War and/or Civil War will not exceed the amount shown in the Schedule against Aggregate Limits of Liability - War and/or Civil War - Total liability, for all claims under the Policy during any one (1) Period of Insurance; and
- v. We will not make any payment that exceeds the amount of the Aggregate Limits of Liability. In the event that claims are made under the Policy which exceed the above Aggregate Limits of Liability, We shall reduce the payments made with respect to each Covered Person in such manner as We may reasonably determine. If claims made under the Policy do not exceed the above Aggregate Limits of Liability, but We have reduced payments under this Condition 5.2, We will make additional payments to each affected Covered Person to reimburse the reduction in payments proportional to the remaining Aggregate Limit.

#### 5.3 Assistance and Co-operation

The **Policyholder** and a **Covered Person** will be required to co-operate with **Us** and, upon **Our** reasonable request, assist in making settlements, assist in the conduct of proceedings, and assist in enforcing any right of contribution or indemnity against any person or organisation who may be liable with respect to any benefits paid by **Us** under the **Policy. We** will keep the **Policyholder** apprised of the status of any proceedings, informed of material developments and consulted where appropriate. The **Policyholder** and a **Covered Person** (where relevant and to the extent it is within the **Policyholder** and/or the **Covered Person's** power) should make every practicable effort to attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Policyholder** or **Covered Person** shall not make any payment or admission, assume any obligation or incur any expense, other than for first aid at the time of an **Accident**, without **Our** consent. **We** may reduce or refuse a claim to the extent **We** are prejudiced by the admission, offer, promise, payment or indemnity provided by the **Policyholder** or **Covered Person**.

# 5.4 **Breach of Conditions**

If the **Policyholder** or a **Covered Person** breaches any of the Conditions or Provisions of the **Policy** (including a claims condition), **We** may, to the extent permitted by law, reduce or decline to pay a claim to the **Policyholder** or to the **Covered Person** who is in breach, if the claim arises directly out of that breach. For the purposes of this Condition, any information or knowledge possessed by a **Covered Person** who is in breach of a Condition or Provision of the **Policy**, shall not be imputed to any other **Covered Person** or to the **Policyholder**.

#### 5.5 Cancellation

The **Policyholder** has twenty-one (21) days after entering into the **Policy** (including after a renewal) to decide whether or not to keep the **Policy**. If, within that period, the **Policyholder** asks **Us** to cancel the **Policy**, **We** will do so and will refund the full **Premium**, less charges or taxes which **We** are unable to recover, provided neither the **Policyholder** nor any **Covered Person** has made a claim under the **Policy**.

Thereafter, the **Policyholder** may cancel the **Policy** at any time by notifying **Us** in writing (including by email) or by phone. The cancellation will take effect at 4.01pm (in the state or territory where the **Policy** was issued) on the date **We** receive the **Policyholder's** written notice of cancellation or such time as may be otherwise agreed.



**We** may cancel the **Policy** on any of the grounds set out in the *Insurance Contracts Act 1984 (Cth)* by providing written notice to the **Policyholder**. Our notice of cancelation will take effect sixty (60) days after such notice was given to the **Policyholder**.

If the **Policy** is cancelled by either the **Policyholder** or **Us**, **We** will provide a pro-rata refund of **Premium** for the unexpired **Period of Insurance**. However, **We** will not refund any **Premium** if **We** have paid a benefit under the **Policy**.

#### 5.6 Change of Business Activities

The **Policyholder** is required to inform **Us** as soon as is reasonably practicable of any alteration in the **Policyholder**'s business activities which, to the knowledge of the **Policyholder** or of a reasonable person in the position of the **Policyholder**, increases the risk of a claim being made under the **Policy**.

Examples of changes requiring notification to **Us** include, but are not limited to:

- i. an increase in the number of **Covered Persons** by 10% or more;
- ii. a change in a Covered Persons' activities, from office-based to field-based; or
- iii. diversification of the Policyholder's service offering.

If **We** choose to accept a change, **We** will do so in writing. The **Policyholder** may be required to pay **Us** a pro-rata additional **Premium** from the date of the alteration in risk. The **Policy** may be cancelled if there is a change and **We** and the **Policyholder** cannot reach an agreement on altered terms and conditions or **Premium**; or if **We** are no longer prepared to insure the **Policyholder** because there has been a material change to the risk.

#### 5.7 Claim Offset

Except for Part A – Accidental Death and Bodily Injury - Lump Sum Benefits, the **Policy** does not cover any loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** which is covered under any other insurance policy, health or medical scheme or Act of Parliament, or is payable by any other source. **We** will, however, pay the difference between the amount payable under such other insurance policy, health or medical scheme or Act of Parliament or such other source, and the amount which the **Policyholder** or the **Covered Person** would be otherwise entitled to recover under the **Policy**, where permissible by law. To the extent permitted by the *Insurance Contracts Act 1984 (Cth)*, if other valid and collectible insurance is available to cover any loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** also covered by this **Policy**, other than a policy that is specifically written to apply in excess of this **Policy**, the insurance afforded by this **Policy** shall apply in excess of and shall not contribute with such other insurance.

#### 5.8 Construction and Interpretation

Headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

Unless the contrary intention appears in the **Policy**:

- i. words importing a gender include any other gender, and
- ii. words in the singular include the plural and words in the plural include the singular.
- iii. references to statutes include any amendments to, regulations under, and re-enactments or consolidations of such statutes and any subsequent, replacement or similarly comparable legislation.

### 5.9 Contra Proferentem Clause

We acknowledge and agree that in any dispute with the Policyholder or any Covered Person, any ambiguity in the Policy will not be construed against the Policyholder or the Covered Person on the grounds that Aon Risk Services Australia Limited or Aon Product Design & Development Pty Limited developed the Policy.



# 5.10 Currency

All amounts shown in the **Policy** are in Australian Dollars, unless otherwise stated in the **Schedule**. If expenses are incurred in a foreign currency, then the amount to be paid will be the rate of exchange published in the Australian Financial Review on the date the expense is incurred, or loss is sustained.

#### 5.11 **Due Diligence**

The **Policyholder** and any **Covered Person** will exercise due diligence and take reasonable steps to avoid or reduce any loss under the **Policy**, including but not limited to, complying with workplace health and safety laws and avoiding high risk occupational exposures that a **Covered Person** is not qualified to undertake.

#### 5.12 Notice of Claim

The **Claimant** is required to give **Us** written notice of any occurrence which is likely to give rise to a claim under the **Policy** as soon as is reasonably practicable after the date of the occurrence. A **Claimant's** failure to furnish **Us** with notice within a reasonable time will not invalidate any claim, but **We** may reduce **Our** liability under the **Policy** to the extent to which **We** have been prejudiced due to such failure. The **Claimant** will be required, at its expense, to give **Us** any certificates, information and other documentation as **We** may reasonably require for the purpose of investigating a claim and which are within the **Claimant's** power to provide. **We** may, at **Our** own expense, have any **Covered Person** who is the subject of a claim under the **Policy**, medically examined from time to time (so long as the frequency of examination is not unreasonable). **We** will give the **Covered Person** or their legal representative fair and reasonable notice of the medical examination.

#### 5.13 Other Insurance

In the event of a claim, the **Policyholder** or a **Covered Person** is required to advise **Us** of any other insurance upon which they are entitled to claim, or have access to, that covers the same risk.

# 5.14 **Proper Law**

Any dispute arising under the **Policy**, or concerning its formation, will be governed by the laws of the state or territory of the Commonwealth of Australia in which the **Policy** was issued. Each party agrees to submit to the exclusive jurisdiction of any court of competent jurisdiction within the said state or territory and that all matters arising under this **Policy** will be determined in accordance with the law and the practice of such court.

#### 5.15 **Severability**

This **Policy**, including any amendment, renewal or variation or **Endorsement** to it, shall be construed as if each of the parties or persons entitled to claim on it, whether a party to the contract of insurance or not, had made a proposal, application or request for the **Policy**, amendment, renewal or variation or **Endorsement** in respect of that party or persons interest only.

#### 5.16 **Non-Imputation**

Any information or knowledge possessed by a party or person entitled to claim under this **Policy**, whether possessed before or after the contract was entered into, shall not be imputed to any other party or person. **We** will not seek any relief whatsoever (including cancellation of this **Policy**) for non-disclosure and/or misrepresentation against a party or person entitled to claim under this **Policy** unless **We** would have been entitled to that relief had the party or person claiming been the only party or person covered by this **Policy**.

Further, neither the inclusion of more than one party or person entitled to claim under this **Policy** nor any act, omission, breach or default by any one of them shall in any way affect the rights of any other party or person entitled to claim under this **Policy**.



# 5.17 **Subrogation**

If **We** pay an amount under the **Policy**, **We** will be subrogated to the **Claimant's** rights to recover that amount against any person or entity. A **Claimant** will be required to execute and deliver any instruments and papers and do whatever else is reasonably necessary to enable **Us** to pursue these rights. After any loss, a **Claimant** shall not intentionally take any action which will prejudice **Our** rights of subrogation.

All rights of subrogation are waived under this **Policy** against every company, organisation and person defined as **Policyholder** or **Covered Person** under this **Policy**, or any other party to which or to whom protection is afforded under this **Policy**, or against any party or parties to any contractual agreement entered into by the **Policyholder** or **Covered Person** prior to any loss which is the subject of a claim under this **Policy**.

# 5.18 Adjustment of Premium

Where the **Premium** for this **Policy** is arranged on an adjustable basis, the **Policyholder** shall keep accurate records and make declarations to **Us** in respect of the **Period of Insurance** so that the necessary adjustment of **Premium** may be made based on the amount of **Premium We** would have charged had the **Policyholder** provided such information at the commencement of that **Period of Insurance**, with any difference paid by the **Policyholder** or refunded by **Us**, as the case may be, subject to the application of any minimum **Premium** required.



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#### **About**

Aon is a leading provider of risk management services, insurance and reinsurance broking and employee benefit and risk solutions. Aon professionals meet the diverse and varied needs of our clients through our industry knowledge, technical expertise and global resources.

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