

Date of issue	01 November 2024
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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 2024 to 01 November 2025 4:00pm 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

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.

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

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

Part A – Lump Sum Benefits

Category A

Accidental Death - Event 1 Lump Sum Benefit	\$	100,000
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Bodily Injury - Events 2-19 Lump Sum Benefit	\$	100,000
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Category B

Accidental Death - Event 1 Lump Sum Benefit	\$	100,000
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Bodily Injury - Events 2-19 Lump Sum Benefit	\$	100,000
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Category C

Accidental Death - Event 1 Lump Sum Benefit	\$	100,000
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Bodily Injury - Events 2-19 Lump Sum Benefit	\$	100,000
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Category D

Accidental Death - Event 1 Lump Sum Benefit	\$	250,000
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Bodily Injury - Events 2-19 Lump Sum Benefit	\$	250,000
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Category E

Accidental Death - Event 1 Lump Sum Benefit	\$	100,000
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Bodily Injury - Events 2-19 Lump Sum Benefit	\$	100,000
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Part B – Bodily Injury Benefits

Category A

Resulting in Surgery - Events 20-24	\$	20,000
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Weekly Benefits - Events 25-26	\$	1,000 x 156 weeks
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Not Exceeding % of Covered Persons Salary		85%
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Excess Period		5 days
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Category B

Resulting in Surgery - Events 20-24	\$	20,000
Weekly Benefits - Events 25-26	\$	1,000 x 156 weeks
Not Exceeding % of Covered Persons Salary		85%
Excess Period		5 days

Category C

Resulting in Surgery - Events 20-24	\$	20,000
Weekly Benefits - Events 25-26	\$	1,000 x 156 weeks
Not Exceeding % of Covered Persons Salary		85%
Excess Period		5 days

Category D

Resulting in Surgery - Events 20-24	\$	20,000
Weekly Benefits - Events 25-26	\$	2,500 x 104 weeks
Not Exceeding % of Covered Persons Salary		85%
Excess Period		7 days

Category E

Resulting in Surgery - Events 20-24	\$	20,000
Weekly Benefits - Events 25-26	\$	1,000 x 156 weeks
Not Exceeding % of Covered Persons Salary		85%
Excess Period		7 days

Part C – Sickness Benefits

Category A

Resulting in Surgery - Events 27-30	\$	20,000
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Weekly Benefits - Events 31-32		Not Insured
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Category B

Resulting in Surgery - Events 27-30	\$	20,000
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Weekly Benefits - Events 31-32		Not Insured
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Category C

Resulting in Surgery - Events 27-30	\$	20,000
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Weekly Benefits - Events 31-32		Not Insured
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Category D

Resulting in Surgery - Events 27-30	\$	20,000
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Weekly Benefits - Events 31-32		Not Insured
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Category E

Resulting in Surgery - Events 27-30	\$	20,000
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Weekly Benefits - Events 31-32		Not Insured
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Part D – Fractured Bones

Lump Sum Benefits - Events 33-41		
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Category A	\$	2,000
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Category B	\$	2,000
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Category C	\$	2,000
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Category D	\$	2,000
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Category E	\$	2,000
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Part E – Loss of Teeth or Dental Procedures

Lump Sum Benefits - Events 42-43		
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Category A	\$	10,000
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Category B	\$	10,000
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Category C	\$	10,000
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Category D	\$	10,000
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Category E	\$	10,000
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All Categories - Limit per Tooth	\$	250
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Extension Applicable to All Categories

2.9	Chauffeur Services Benefit	\$	2,500
2.11	Coma Benefit		
	Daily Benefit	\$	50
	Maximum number of consecutive days		120 days
2.12	Corporate Image Protection Benefit	\$	15,000
2.13	Dependent Child Supplement		
	Lump Sum per dependent child	\$	5,000
	Maximum benefit amount with respect to any one family	\$	15,000
2.20	Funeral Expenses Benefit	\$	7,500
2.22	Independent Financial Advice Benefit	\$	7,500
2.24	Orphan Benefit		
	Lump Sum per dependent child	\$	10,000
	Maximum benefit amount with respect to any one family	\$	30,000
2.26	Partner Retraining Benefit	\$	15,000
2.30	Replacement Staff/Recruitment Costs		
	Per Employee	\$	15,000
	Aggregate for all Employees	\$	15,000
2.32	Student Tutorial Expenses Benefit		
	Weekly Sum Insured	\$	250
	Total Number of Weeks		26
	Excess (days)		7
2.36	Tuition or Advice Expenses Benefit		
	Per month	\$	750
	Maximum number of months		6 months
2.38	Visitor's Benefit	\$	15,000

General Provisions Applicable to the Policy

Aggregate Limits of Liability	(A) Any one Period of Insurance	\$	2,500,000
	(B) Non-scheduled aircraft	\$	500,000

Additional Endorsements

ADDITIONAL GENERAL EXCLUSION TO SECTION 4: GENERAL EXCLUSIONS

Endorsement effective from 15th May 2021 and attaching to and forming part of the Vertex Group Personal Accident 0421 Policy Wording.

Additional General Exclusion to Section 4: General Exclusions Applicable to the Policy. We will not pay benefits with respect to any loss, damage, liability, Event, Bodily Injury or Sickness which:

(vi) results in any claims arising from the Covered Person being under the influence of intoxicating liquor or any other drug unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice.

(vii) results in any claims arising from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

All other terms, conditions and exclusions of this Policy remain unaltered.

Insurer:

Tokio Marine & Nichido Fire Insurance Co., Ltd,

ABN 80 000 438 291 AFS Licence No.246548

Level 3, 1 Chifley Square,

SYDNEY NSW 2000

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.

SECTION 1 - PERSONAL ACCIDENT & SICKNESS COVER

Event 10 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:

9. Loss of hearing in:

(a) both ears 100%

(b) one ear 50%

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:

35. Jaw, pelvis, leg, ankle or knee (Complete Fracture or Other Fracture) 75%

37. Arm, elbow, wrist or ribs (Complete Fracture or Other Fracture) 50%

SECTION 1 - PERSONAL ACCIDENT & SICKNESS COVER

1.7 Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits against Section 1 - Personal Accident & Sickness Cover shall read as follows and not as stated in the Policy Wording:

42. Loss of teeth or full capping of teeth 10%

43. Partial capping of teeth 5%

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.

HIGHER EDUCATION FEES BENEFIT

If, during the Period of Insurance and occurring within the Scope of Cover, a Covered Person sustains an 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 Injury is unable to continue a university or higher education course which they are enrolled in and for which the Insured Person has pre-paid a fee, We will reimburse the described fees, on a pro-rata basis to a maximum of \$10,000.

Conditions

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 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) engaging in voluntary work on behalf of the Policyholder; or

b) a student; or

c) is participating in sporting activities;

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.

SECTION 2: GENERAL EXTENSIONS APPLICABLE TO THE POLICY

2.31 Student Tutorial Expenses Benefit shall read as follows and not as stated in the Policy Wording.

If:

(i) during the Period of Insurance;

(ii) within the Scope of Cover; and

(iii) while the person is:

(a) a Covered Person; and

(b) engaging in voluntary work on behalf of the Policyholder, the Covered Person who is a student suffers from a Bodily Injury for which benefits are payable under Part B - Events 25 or 26 and is unable to attend classes, We will reimburse the reasonable expenses of home tutorial services as a result of that Bodily Injury. We will pay 80% of incurred expenses, to a maximum of \$300 per week for 52 weeks.

Conditions Applying to Student Tutorial Costs

1. The Covered Person must be registered as a full time student.
2. 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.

Exclusions Applying to Student Tutorial Costs

1. No cover is provided for any Injury that is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).
2. No cover is provided for any Pre-Existing Condition.
3. No cover is provided for Covered Persons who have attained the age of seventy-five (75) or over.

CLOTHING AND PRESCRIPTION GLASSES BENEFIT

If:

(a) during the Period of Insurance; and

(b) whilst the person is:

(i) a Covered Person; and

(ii) within the Scope of Cover,

the Covered Person sustains a Bodily Injury which directly results in otherwise unforeseeable expenses for clothing and/or prescription glasses, We will pay the actual and reasonable costs incurred, up to a maximum of \$1,000, provided that those costs:

(c) are not insured elsewhere under this Policy.

PUBLIC TRANSPORT BENEFIT

If:

(i) during the Period of Insurance; and

(ii) while the person is a Covered Person,

the Covered Person suffers a Bodily Injury resulting in a payment under Part B Event 25

We will reimburse 100% of actual and additional public transport expenses incurred by the Covered Person for the procurement of medical services or treatment, where certified as medically necessary by a Doctor. The maximum amount We will pay is \$300 per week, for a maximum of 16 weeks.

AHI: ENDORSEMENT EFFECTIVE FROM 15TH MAY 2021 AND ATTACHING TO AND FORMING PART OF THE VERTEX GROUP PERSONAL ACCIDENT 0421 POLICY WORDING

Additional General Exclusion to Section 4: General Exclusions Applicable to the Policy
We will not pay benefits with respect to any loss, damage, liability, Event, Bodily Injury or Sickness which:

(vi) results in any claims arising from the Covered Person being under the influence of intoxicating liquor or any other drug unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice.

(vii) results in any claims arising from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

All other terms, conditions and exclusions of this Policy remain unaltered.

Insurer:

Tokio Marine & Nichido Fire Insurance Co., Ltd,
ABN 80 000 438 291 AFS Licence No.246548
Level 3, 1 Chifley Square,
SYDNEY NSW 2000

AHI: ENDORSEMENT EFFECTIVE FROM 15TH MAY 2021 AND ATTACHING TO

**AND FORMING PART OF THE VERTEX GROUP PERSONAL ACCIDENT 0421
POLICY WORDING**

Additional General Exclusion to Section 4: General Exclusions Applicable to the Policy
We will not pay benefits with respect to any loss, damage, liability, Event, Bodily Injury or Sickness which:

(vi) results in any claims arising from the Covered Person being under the influence of intoxicating liquor or any other drug unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice.

(vii) results in any claims arising from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

All other terms, conditions and exclusions of this Policy remain unaltered.

Insurer:

Tokio Marine & Nichido Fire Insurance Co., Ltd,
ABN 80 000 438 291 AFS Licence No.246548
Level 3, 1 Chifley Square,
SYDNEY NSW 2000

Policy Wording

Vertex Group Personal Accident & Sickness 2110

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 [here](#) and on request from your Insurer(s).

Dispute Resolution Process

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%

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.

Telephone: (02) 9251 8700

Fax: (02) 9251 8755

Website: www.acchealth.com.au

Email: enquiries@acchealth.com.au

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.

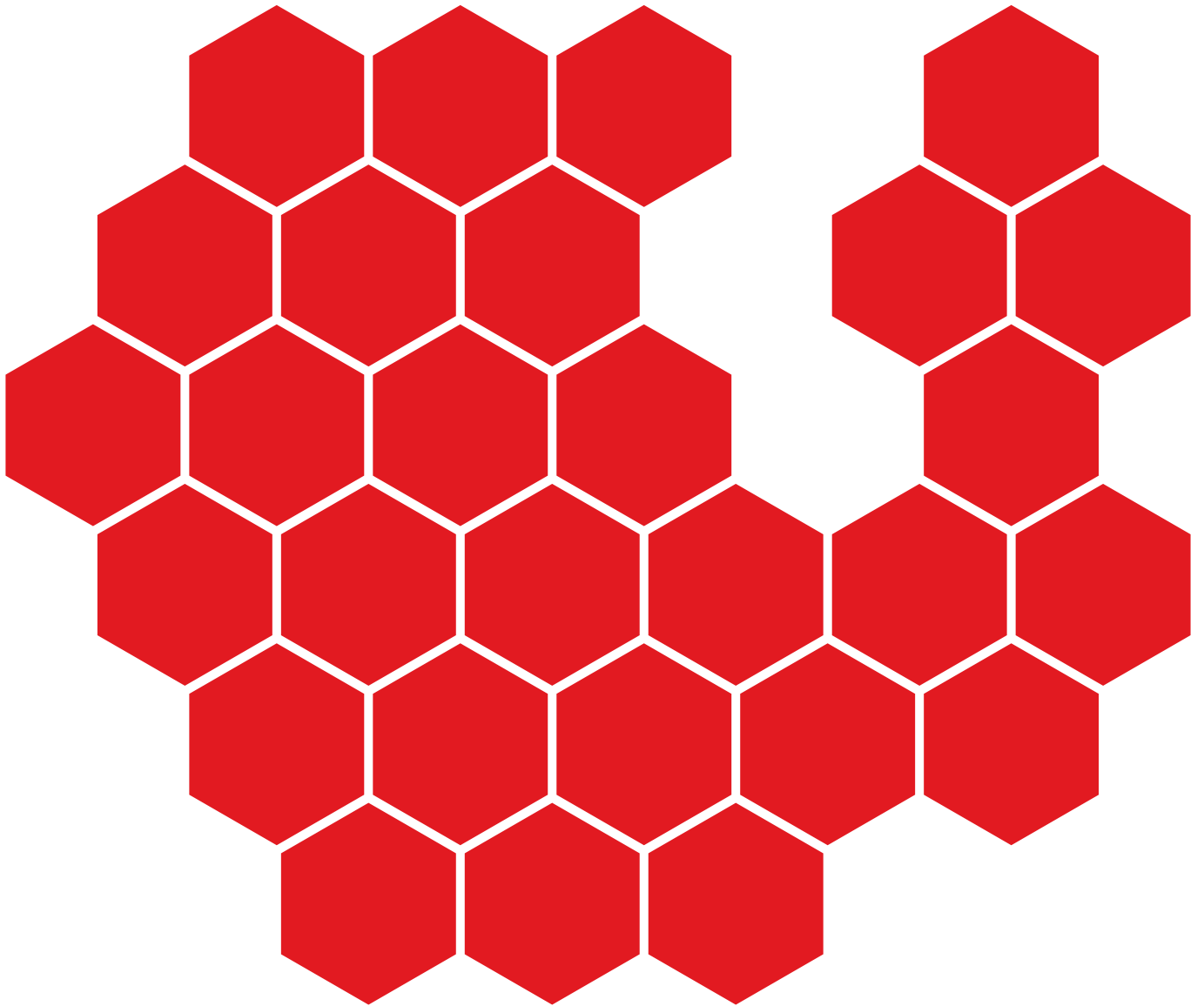
AHI will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

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
1 October 2021

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.

Air or Road Rage Incident means a violent physical act occurring while the **Covered Person** is occupying an aircraft as a passenger, or any motor vehicle intended for use on public roadways and which is intentionally committed by a person who is not:

- (i) a **Covered Person**; or
- (ii) a **Close Relative** of the **Covered Person**.

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

- (i) during the **Period of Insurance**;
- (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 any **Bodily Injury**) or any **Pre-Existing Condition**.

Bodily Injury Aids means equipment, such as crutches, bandages, traction equipment, walker boots, heat packs etc. that a **Covered Person** purchases following a **Bodily Injury** covered by this **Policy** and which are not excluded under General Exclusions 4.1(vi), (vii) or (viii).

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 duly qualified **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. 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:

- (i) 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 which is occupied by a **Covered Person** or whilst the **Covered Person** is entering or exiting the vehicle.

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

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

Close Relative means **Spouse/Partner**, parent, parent-in-law, step-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, step-child, grandparent or grandchild.

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

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**. They are a person that is legally entitled to claim under the **Policy** by reason of the operation of the relevant provisions of the *Insurance Contracts Act 1984 (Cth)* and on 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 means a **Covered Person's** and/or their **Spouse/Partner's** unmarried dependent child (including step or legally adopted child) who is under nineteen (19) years of age, or who is:

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

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

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

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**.

Event(s) means the Event(s) described in the relevant Table of Events set out in this **Policy** which result from a **Bodily Injury** or **Sickness** of the **Covered Person**, as applicable.

Excess Period means the period of time following an event giving rise to a claim for which no benefits are payable as specified in the **Schedule**.

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

Foot means the entire foot below the ankle.

Hairline Fracture means mere cracks in the bone.

Hand means the entire hand below the wrist.

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

Loss means in connection with:

- (i) a **Limb**, **Permanent** physical severance or **Permanent** total loss of the use of the **Limb**;
- (ii) hands, feet and digits, **Permanent** physical severance or **Permanent** total loss of use of the **Hand**, **Foot**, **Finger**, **Thumb** or **Toe**;
- (iii) an eye, total and **Permanent** loss of all sight in the eye;
- (iv) hearing, total and **Permanent** loss of hearing; or
- (v) speech, total and **Permanent** loss of the ability to speak,

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

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

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.

Period of Insurance means the period shown on 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 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 **Endorsement**.

Policyholder means:

- (i) the named individual or entity listed as the **Policyholder** in the **Schedule** with whom We enter into the **Policy**. They are the contracting insured;
- (ii) any subsidiary company (including subsidiaries thereof) of the **Policyholder** and any other organisation under the control of the **Policyholder** and over which it is exercising active management;
- (iii) any new organisation acquired during the **Period of Insurance** by the **Policyholder** described in (i) and (ii) above, through consolidation, merger, purchase, or assumption of control and active management, provided that such acquisition or assumption is:
 - (a) reported to the Insurer within ninety (90) days after it is acquired; and
 - (b) endorsed on this **Policy**.

Pre-Existing Condition means any physical or mental defect, condition, illness, or disease, whether diagnosed or not, 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;
 - (b) required prescription medication from a **Doctor**;
 - (c) had regular reviews or check-ups with a **Doctor**;
 - (d) underwent investigation and is awaiting diagnosis and/or test results,and which defect, condition, illness or disease remains uncured and/or in respect of which there is a reasonable prospect of recurrence; or
- (ii) in the three (3) months prior to the person becoming a **Covered Person**, the **Covered Person** is exhibiting symptoms which would cause a reasonable person to consider they might have an underlying condition and 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 below), their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the **Employee's** total remuneration package they will be included as part of the **Employee's** weekly pre-tax income; or
- (ii) in the case of an **Employee** whose employment is remunerated by way of a salary package or T.E.C. (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club 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 any allowances are made more regularly than on an annual basis they will 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 attached to the **Policy** or any later schedule issued on renewal, variation or by way of **Endorsement**.

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

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

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

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.

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, while the **Covered Person** is 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 their usual occupation or business duties, while the **Covered Person** is 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.

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**;
- (ii) the **Covered Person**;
- (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**.

Section 1: Personal Accident & Sickness Cover

Section 1 Extent of cover

Subject to the other terms, conditions and exclusions of the **Policy**:

1.1 Personal Accident

If while the person is a **Covered Person**, the **Covered Person** suffers a **Bodily Injury** during the **Period of Insurance** and within twelve (12) months of such **Bodily Injury** the **Covered Person** suffers from an **Event** described in Part A, B, D, or E of the Section 1 Table of Events, **We** will pay the corresponding benefit for that **Event** as set out in the Section 1 Table of Events, provided that an amount is shown for that **Event** in the **Schedule** against Parts A, B, D and/or E.

1.2 Sickness

If while the person is a **Covered Person**, the **Covered Person** suffers a **Sickness** during the **Period of Insurance** and within twelve (12) months of such **Sickness**, the **Covered Person** suffers from an **Event** described in Part C of the Section 1 Table of Events, then **We** will pay the corresponding benefit for that **Event** as set out in the Section 1 Table of Events, provided that an amount is shown for that **Event** in the **Schedule** against Part C.

Section 1 Table of Events

1.3 Part A – Lump Sum Benefits

- (i) Cover for an **Event** under this Part applies only if an amount for that **Event** is shown in the **Schedule** against Part A – Lump Sum Benefits.
- (ii) Where the Lump Sum Benefit is salary linked and the **Covered Person** is not in receipt of a **Salary**, the benefit amount will be fifty percent (50%) of the Lump Sum Benefit stated in the **Schedule** for the category applicable to such **Covered Person**. Cover is also subject to the Aggregate Limit of Liability as described in General Provision 5.2 'Limit of Liability' of this **Policy**.
- (iii) If two or more of Events 1 to 19 occur in respect of the same **Bodily Injury**, **We** will only pay for one **Event** (the **Event** with the highest available compensation).

THE EVENTS	THE BENEFITS
Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	The Benefits shown are a percentage of the amount shown in the Schedule against Part A – Lump Sum Benefits for each Covered Person.
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of use of one (1) or more Limb(s)	100%
7. Loss of:	
(a) four (4) Fingers and Thumb of both Hands	100%
(b) one (1) Hand	80%
(c) four (4) Fingers and Thumb of either (1) Hand	80%
(d) four (4) Fingers of either Hand	50%
8. Loss of use of:	
(a) two (2) Feet	50%
(b) one (1) Foot	40%

THE EVENTS Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	THE BENEFITS The Benefits shown are a percentage of the amount shown in the Schedule against Part A – Lump Sum Benefits for each Covered Person.
9. Permanent and incurable insanity	100%
10. Loss of hearing in:	
(a) both ears	100%
(b) one ear	30%
11. Permanent Loss of the lens of:	
(a) both eyes	100%
(b) one (1) eye	60%
12. Burns:	
(a) Third degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	50%
(b) Second degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	25%
13. Permanent Loss of use of one (1) Thumb of either Hand:	
(a) both joints	40%
(b) one (1) joint	20%
14. Permanent Loss of use of Finger(s) of either Hand :	
(a) three (3) joints	15%
(b) two (2) joints	10%
(c) one (1) joint	5%
15. Permanent Loss of use of Toes of either Foot :	
(a) all – one (1) Foot	15%
(b) great – both joints	5%
(c) great – one (1) joint	3%
(d) other than great – each Toe	1%
16. Fractured leg or patella with established non-union	10%
17. Shortening of leg by at least five (5) cm	7.5%
18. Loss of at least fifty percent (50%) of all sound and natural teeth, including capped or crowned teeth, but excluding first or milk teeth and dentures	3% of the sum insured up to a maximum of \$10,000
19. Permanent partial disablement not otherwise provided for under Events 2 to 18 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 chosen 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, subject to the maximum amount We will pay which is seventy-five percent (75%) of the Lump Sum Benefit insured.

1.4 Part B – Bodily Injury Benefits

Bodily Injury Resulting In Surgery

Cover for an **Event** under this Part applies only if:

- (i) an amount is shown in the **Schedule** against Part B – Bodily Injury Resulting in Surgery – Benefits; and
- (ii) the surgery is undertaken outside of Australia; and
- (iii) the surgical procedure is carried out within twelve (12) months of the date of the **Bodily Injury**.

THE EVENTS	THE BENEFITS
Note: The following surgical procedures must be carried out within twelve (12) months of the date of the Bodily Injury.	The benefits shown below are a percentage of the amount shown in the Schedule against Part B – Bodily Injury Resulting in Surgery – Benefits.
20. Craniotomy	100%
21. Amputation of a Limb	100%
22. Fracture of a Limb requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general anesthetic	12.5%

Weekly Benefits – Bodily Injury

Cover for an **Event** under this Part applies only if an amount is shown in the **Schedule** against Part B – Weekly Benefits – Bodily Injury.

THE EVENTS	THE BENEFITS
25. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, up to the weekly benefit shown in the Schedule against Section 1, Part B – Weekly Benefits – Bodily Injury, but not exceeding the percentage of Salary shown in the Schedule of the Covered Person's Salary .
26. 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 – Weekly Benefits – Bodily Injury less any amount of current earnings as a result of working in a reduced capacity with the Policyholder , provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary . Should the Covered Person be able to return to work with the Policyholder in a reduced capacity, where the Policyholder has activities for the Covered Person to undertake, yet elect not to do so 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

Cover for an **Event** under this Part applies only if:

- (i) an amount is shown in the **Schedule** against Part C – Sickness Resulting in Surgery – Benefits; and
- (ii) the surgery is undertaken outside Australia; and
- (iii) the surgical procedure is carried out within twelve (12) months of the date of the manifestation of the **Sickness**.

THE EVENTS	THE BENEFITS
Note: The following surgical procedure(s) must occur within twelve (12) months of the date of manifestation of the Sickness.	The benefits shown below are a percentage of the amount shown in the Schedule against Part C – Sickness Resulting in Surgery – Benefits.
27. Open heart surgical procedure	100%
28. Brain surgery	100%
29. Abdominal surgery carried out under general anaesthetic	50%
30. Any other surgical procedure carried out under a general anaesthetic	12.5%

Part C – Weekly Benefits – Sickness

Cover for an **Event** under this Part applies only if an amount is shown in the **Schedule** against Part C – Weekly Benefits – Sickness.

THE EVENTS	THE BENEFITS
31. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, up to the weekly benefit shown in the Schedule against Part C – Weekly Benefits – Sickness, but not exceeding the percentage of Salary shown in the Schedule of the Covered Person's Salary .
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 C – Weekly Benefits – Sickness less any amount of current earnings as a result of working in a reduced capacity with the Policyholder provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary . Should the Covered Person be able to return to work with the Policyholder in a reduced capacity, where the Policyholder has activities for the Covered Person to undertake, yet elect not to do so then the benefit payable will be twenty-five percent (25%) of the Covered Person's Salary .

1.6 Part D – Fractured Bones – Lump Sum Benefits

- (i) Cover for an **Event** under this Part applies only if an amount is shown in the **Schedule** against Part D – Fractured Bones – Lump Sum Benefits.
- (ii) 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.
- (iii) In the case of an established non-union of any of the below fractures, 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.

THE EVENTS	THE BENEFITS
Note: The following fractured bones must occur within twelve (12) months of the date of the Bodily Injury.	The benefits shown below are a percentage of the amount shown in the Schedule against Part D – Fractured Bones – Lump Sum Benefits.
33. Neck, skull or spine (Complete Fracture)	100%
34. Hip	75%
35. Jaw, pelvis, leg, ankle or knee (Complete Fracture or Other Fracture)	50%
36.	
(a) Cheekbone, shoulder	30%
(b) Neck, skull or spine (Simple Fracture, Other Fracture, or Hairline Fracture)	30%
37. Arm, elbow, wrist or ribs (Complete Fracture or Other Fracture)	25%
38. Jaw, pelvis, leg, ankle or knee (Simple Fracture or Hairline Fracture)	20%
39. Nose or collar bone	20%
40. Arm, elbow, wrist or ribs (Simple Fracture or Hairline Fracture)	10%
41. Finger, Thumb, Foot, Hand or Toe	7.5%

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

- (i) Cover for an **Event** under this Part applies only if an amount is shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.
- (ii) 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.
- (iii) A limit per **Tooth** applies and will be the amount shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – sub-limit.

THE EVENTS	THE BENEFITS
The following loss or procedure(s) (as the case may be) must occur within twelve (12) months of the date of the Bodily Injury.	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.
42. Loss of teeth or full capping of teeth	100%
43. Partial capping of teeth	50%

Section 2: General Extensions Applicable to the Policy

2.1 Accidental HIV Infection Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** is infected with the 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 violent physical assault; or
- (ii) receiving medical treatment for **Bodily Injury or Sickness** provided by, or under the supervision of, a **Doctor**,

We will pay the **Covered Person** \$30,000, provided that the **Covered Person** is positively diagnosed within one hundred and eighty (180) days of the event giving rise to the infection.

2.2 Accommodation and Transport Expenses

If during the **Period of Insurance** and whilst the person is a **Covered Person**, as a result of **Bodily Injury or Sickness** the **Covered Person** is admitted as an inpatient of a hospital which 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 the **Covered Person's Spouse/Partner** and/or **Dependent Child(ren)** to travel to and/or remain with the **Covered Person**, up to a maximum of \$10,000.

2.3 Air or Road Rage Benefit

If during the **Period of Insurance**; and whilst the person is a **Covered Person**, the **Covered Person** sustains a **Bodily Injury** 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, up to a maximum of \$5,000:

- (i) additional accommodation or transportation to bring the **Covered Person** and/or their **Close Relative(s)** to their intended destination if the **Covered Person** and/or **Close Relative(s)** missed the original departure;
- (ii) additional accommodation or transport to bring 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:

- (iv) 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 occurring; and
- (v) the trip or pre-scheduled trip was interrupted or cancelled due to the **Air or Road Rage Incident**.

2.4 Bed Care Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, 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** a \$500 per week for each complete week of bed confinement, up to a maximum of twenty-six (26) consecutive weeks.

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.

2.5 Cancer Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** is first diagnosed with **Cancer**, **We** will pay the **Covered Person** \$5,000, 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**;
- (ii) the **Scope of Cover** in the **Schedule** shows that cover operates on a 24/7 basis;
- (iii) the manifestation of any symptoms or conditions which subsequently result in an investigation leading to a diagnosis of **Cancer**, do not occur within the first ninety (90) days that a person first becomes a **Covered Person**;
- (iv) the **Cancer** is not directly or indirectly caused by any **Pre-Existing Condition**;
- (v) the **Covered Person** survives for a period of at least thirty (30) days following diagnosis; and
- (vi) the **Covered Person** has not previously qualified for a benefit amount under this Extension.

2.6 Carjacking Assault Incident – Excess and Vehicle Hire Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** is the victim of a **Carjacking Incident** which occurs during the **Period of Insurance** and during the **Scope of Cover** which results in theft and/or damage to their vehicle, **We** will pay to the **Policyholder** or **Covered Person**:

- (i) the excess applicable under the **Covered Person's** comprehensive motor vehicle insurance policy to have the vehicle repaired or replaced; and/or
- (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**,

up to a maximum of \$5,000.

2.7 Carjacking Assault Incident – Lump Sum Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** sustains a **Bodily Injury** as a result of being the victim of a **Carjacking Incident** which occurs during the **Period of Insurance** and during the **Scope of Cover**, **We** will pay the **Covered Person** \$5,000. The **Covered Person** is required to report the **Carjacking Incident** to the police or other relevant local authority as soon as practicable after the incident occurring.

2.8 Childcare Benefit

If during the **Period of Insurance**; and whilst the person is a **Covered Person**, the **Covered Person** becomes entitled to a payment of benefits under any of **Events** 1–7(a), 8(a), 9, 10(a) or 11(a), **We** will pay the **Covered Person** the reasonable expenses incurred for the services of a registered childcare provider, up to a maximum of \$5,000, but only in respect of additional expenses that would not otherwise have been incurred.

2.9 Chauffeur Services Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** becomes entitled to a payment of benefits under any of **Events** 25, 26, 31 or 32, **We** will pay 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 but a **Doctor** certifies that they are unable to drive a vehicle or travel on public transport; or
- (ii) any medical appointment for the treatment of the **Temporary Total Disablement** or the **Temporary Partial Disablement**.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extensions – Chauffeur Services.

2.10 Concussion Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** is carrying out their occupational duties and suffers a grade 3 or higher concussion which has been medically diagnosed by a **Doctor** as having arisen from a **Bodily Injury**, **We** will pay the **Covered Person** \$2,500. The maximum amount **We** will pay for any one (1) **Period of Insurance** for any **Covered Person** is \$5,000.

2.11 Coma Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** sustains a **Bodily Injury** which:

- (a) directly causes or results in a continuous unconscious state; and
- (b) the **Covered Person** or the **Covered Person's** legal representative presents **Us** with a written opinion of a **Doctor** that verifies 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 daily amount and maximum number of consecutive days are shown in the **Schedule** against Extensions – Coma Benefit. This benefit will be payable in addition to any other amount paid or payable under the **Policy**.

2.12 Corporate Image Protection Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** suffers a **Bodily Injury** and this is likely to result in a valid claim under the **Policy** with respect to Events 1–7(a), 8(a), 9, 10(a) or 11(a), **We** will reimburse the **Policyholder** for costs (other than the **Policyholder's** own internal costs) incurred with **Our** prior written agreement:

- (i) to engage image consultants and public relations consultants; and
- (ii) to release information through the media.

Costs should be incurred within fifteen (15) days of, and as a result of, such **Bodily Injury(ies)**, to protect and/or positively promote the **Policyholder's** business and image.

The maximum amount **We** will pay with respect to any one (1) **Event** or set of circumstances is the amount shown in the **Schedule** against Extensions – Corporate Image Protection.

2.13 Dependent Child Supplement

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** suffers an **Accidental Death** and is survived by a **Dependent Child(ren)**, **We** will pay the **Covered Person's** estate a lump sum for each surviving **Dependent Child** subject to a maximum benefit amount with respect to any one (1) family as shown in the **Schedule** against Extensions – Dependent Child Supplement.

2.14 Disappearance

If during the **Period of Insurance**; and whilst the person is a **Covered Person**, 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) report the disappearance to the local police and obtain a written report; and
- (ii) if reasonably possible:
 - (a) where the cause of the **Covered Person's** disappearance is unknown, provide a death certificate from the relevant authority, within twelve (12) months of the disappearance; or
 - (b) where a death certificate cannot be obtained, provide evidence that the **Covered Person's** disappearance was reported to the police, or coroner, or other relevant authority; and
- (iii) give **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 **Covered Person** did not die or did not die as a result of a **Bodily Injury**.

2.15 Education Fund Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** suffers an **Accidental Death**, **We** will reimburse subsequently incurred school or university fees for any **Dependent Child** who is enrolled in a school, university or similar accredited educational institution at the time of the **Covered Person's Accidental Death**. The maximum **We** will pay for each surviving **Dependent Child** is \$5,000, and the maximum **We** will pay for each family is \$15,000.

2.16 Escalation of Claim Benefit

After paying a benefit under Events 25 and/or 26 or Events 31 and/or 32 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%) per annum.

2.17 Emergency Home Help Benefit

If a **Covered Person** becomes entitled to payment of a benefit under any of Events 25, 26, 31 or 32, and a **Doctor** certifies that the **Covered Person** is unable to carry out domestic duties, **We** will pay the reasonable costs of domestic help, including childcare and outdoor household activities. The domestic help may not be performed by a person who is a **Close Relative** of the **Covered Person**.

The maximum amount **We** will pay for any one (1) **Event** per week is \$500, for a maximum number of twenty-six (26) weeks.

2.18 Exposure

If during the **Period of Insurance** and whilst the person is a **Covered Person**, 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** suffers from any of the **Events** as a direct result of that exposure, the **Covered Person** will be deemed for the purpose of the **Policy** to have suffered a **Bodily Injury** on the date of the **Accident**.

2.19 Executor Emergency Cash Advance

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** suffers an **Accidental Death** and it is likely that there will be an entitlement to payment under Event 1, then without prejudice, upon the executor of the estate's request, **We** will advance to the **Policyholder** or the executor of the **Covered Person's** estate \$25,000 whilst the administration of the **Covered Person's** estate is being arranged. The amount of the payment made under this Extension shall be deducted from any amount paid under Event 1.

2.20 Funeral Expenses Benefit

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

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

2.21 Guaranteed Payment

If a **Covered Person** becomes entitled to a payment of a benefit under either of Events 25 or 31, **We** will immediately pay twelve (12) weeks benefits provided that the **Policyholder** or a **Covered Person** gives **Us** medical evidence from a **Doctor** certifying that the total period of **Temporary Total Disablement** is likely to be a minimum of twenty-six (26) weeks.

2.22 Independent Financial Advice Benefit

If a **Covered Person** becomes entitled to payment of a benefit under any of **Events** 1–7(a), 8(a), 9, 10(a) or 11(a), **We** will, if asked by the **Policyholder**, the **Covered Person** or representatives of the **Covered Person's** estate, pay in addition to payment of the benefit for the **Event**, the costs of obtaining financial advice in respect of the payment of the benefit provided such advice is given by a professional financial advisor:

- (i) who is not the **Policyholder**, a **Covered Person**, or a **Close Relative** of the **Covered Person**; and
- (ii) 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.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extensions – Independent Financial Advice.

2.23 Modification Expenses Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** becomes entitled to payment of a benefit under Part A – **Events 2, 3, or 8(a)** **We** will reimburse the **Policyholder** or the **Covered Person** up to a maximum of \$10,000 for reasonable costs incurred to:

- (i) modify the **Covered Person's** vehicle;
- (ii) modify the **Covered Person's** home or relocate the **Covered Person** to a more suitable residence; and
- (iii) with the agreement of the **Policyholder**, modify the **Covered Person's** workplace,

provided that evidence is presented from a **Doctor** that the modification and/or relocation is medically necessary, or is likely to be substantially beneficial in managing the **Covered Person's** condition or enabling greater independence in their daily life.

2.24 Orphan Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person** the **Covered Person** and their **Spouse/Partner** both suffer an **Accidental Death** as a result of the same **Accident** and they are survived by a **Dependent Child(ren)**, **We** will pay the **Covered Person's** estate (in addition to any benefit payable under Extension 2.13 – Dependent Child Supplement), a Lump Sum Benefit for each surviving **Dependent Child** subject to a maximum benefit amount with respect to any one (1) family as shown in the **Schedule** against Extensions – Orphan Benefit.

2.25 Out of Pocket Expenses Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person** the **Covered Person** sustains a **Bodily Injury** which directly results in additional expenses for **Bodily Injury Aids**, local transportation (other than in an ambulance) for the purpose of seeking medical treatment, and other non-medical expenses such as clothing and non-medical equipment, **We** will pay the reasonable costs incurred, up to a maximum of \$5,000, provided that those costs:

- (i) are not insured elsewhere under this **Policy**; and
- (ii) are not an expense to which General Exclusions 4.1(vi), (vii) and (viii) apply.

2.26 Partner Retraining Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person** the **Covered Person** becomes entitled to payment of a benefit under any of **Events 1–7(a), 8(a), 9, 10(a) or 11(a)**, **We** will pay, at the **Policyholder's** request, the **Covered Person** or the **Covered Person's** estate, the reasonable costs incurred for the training or retraining of the **Covered Person's Spouse/Partner**:

- (i) for the purpose of obtaining gainful employment; or
- (ii) to improve their employment prospects; or
- (iii) to enable them to improve the quality of care they can provide to the **Covered Person**,

provided always that:

- (iv) the training is provided by an institution accredited to provide such training; and
- (v) all such expenses are incurred within twenty-four (24) months from the date the **Covered Person** suffered the **Bodily Injury** for which the claim depends.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extensions – Partner Retraining Benefit.

2.27 Post Traumatic Stress Disorder Weekly Benefit

If during the **Period of Insurance** and while the person is a **Covered Person**, the **Covered Person**:

- (i) is first diagnosed as suffering from Post-Traumatic Stress Disorder (PTSD) and within twelve (12) months of, and as a direct result of being a victim of or eye witness 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) suffers **Temporary Total Disablement** or **Temporary Partial Disablement** as a result of PTSD; and
- (iii) a benefit for Events 25 and/or 26 are shown in the **Schedule**; and
- (iv) a benefit amount for Events 31 and/or 32 are not shown in the **Schedule**,

then **We** will pay the **Covered Person** a weekly benefit of \$500 a week to a maximum of twelve (12) weeks. **We** will only pay this benefit if the event giving rise to a diagnosis of PTSD occurred whilst the person was a **Covered Person** under a policy of personal accident and/or weekly benefits insurance held by the **Policyholder**.

The maximum amount **We** will pay for all claims arising out of any one occurrence or series of related occurrences, during the **Period of Insurance**, shall not exceed \$50,000.

2.28 Premature Birth/Miscarriage Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** sustains a **Bodily Injury** which results in premature childbirth (prior to thirty-two (32) weeks gestation) or miscarriage, **We** will pay the **Policyholder** or the **Covered Person** \$5,000.

2.29 Reconstructive or Cosmetic Surgery Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** becomes entitled to payment of a benefit under any of Events 2–19 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 with respect to that **Event**, up to a maximum of \$15,000.

2.30 Replacement Staff/Recruitment Costs

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** sustains a **Bodily Injury** and this will result in a valid claim under the **Policy** with respect to, Part A – Lump Sum Benefits for either:

- (i) **Accidental Death** (Event 1); or
- (ii) **Permanent Total Disablement** (Event 2),

We will pay the reasonable costs incurred by the **Policyholder** to recruit replacement employees, up to a maximum of \$15,000. Provided that the recruitment process must commence within sixty (60) days of the **Event** and be for the continuation of the **Policyholder's** business.

2.31 Return to Work Assistance Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** becomes entitled to a payment under any of **Events** 25, 26, 31 and/or 32, **We** will assist the **Covered Person** in arranging for professional assistance to improve their physical and/or emotional condition in order to return to their usual occupation. Assistance includes, but it not limited to, special equipment for and/or modifications to the **Covered Person's** usual workplace.

The maximum amount **We** will pay is \$20,000.

2.32 Student Tutorial Expenses Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person who is a student**, becomes entitled to payment of a benefit under any of Events 25, 26, 31 or 32, and is unable to attend registered classes, **We** will pay the cost of reasonably incurred home tutorial services as a result of that **Bodily Injury** or **Sickness**, up to the amount shown in the **Schedule** under Extensions – Student Tutorial Expenses.

Provided that the **Covered Person** is registered as a full or part-time student and the home tutorial services are provided by persons other than the **Covered Person's Close Relatives** or persons permanently living with the **Covered Person**.

2.33 Terrorism Injury Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** suffers a **Bodily Injury** as a result of an **Act of Terrorism** and becomes entitled to payment of a benefit under any of **Events** 1–7(a), 8(a), 9, 10(a) or 11(a), **We** will, in addition to payment of the benefit, also pay the **Policyholder** \$20,000 per **Covered Person**. Provided that the maximum amount **We** will pay for all claims arising out of any one (1) event, or series of related events, during the **Period of Insurance**, shall not exceed \$200,000.

2.34 Trauma Counselling Benefit

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

- (i) suffers psychological trauma as a result of being a victim of, or an eyewitness to an **Act of Terrorism, Air or Road Rage Incident, Carjacking Incident or Violent Criminal Act**; or
- (ii) becomes entitled to a benefit under Section 1 of this **Policy**,

We will pay the **Covered Person** \$5,000 towards the costs of trauma counselling, provided that:

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

2.35 Unexpired Membership Benefit

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

- (i) Events 2 to 7(a), 8(a), 9, 10(a) or 11(a); or
- (ii) Events 25 and/or 26, or Events 31 and/or 32, which a **Doctor** certifies in writing will continue for a minimum period of twenty-six (26) weeks, and it is certified by a **Doctor** as preventing reasonably likely to prevent the **Covered Person** from continuing their participation in any sport or gym activity for which they have pre-paid a membership, association or registration fee,

We will pay the **Policyholder** or **Covered Person** a pro-rata refund of such fees paid for the current season or membership period, up to a maximum of \$3,000.

2.36 Tuition or Advice Expenses Benefit

When Events 25 and/or 26 or Events 31 and/or 32 occur, for which benefits are payable, **We** will reimburse 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 and the agreement of the **Covered Person's Doctor**.

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

2.37 Workplace Assault Benefit

If during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Covered Person** sustains a **Bodily Injury** as a result of an unprovoked workplace assault, **We** will pay the **Policyholder** or the **Covered Person** \$5,000.

2.38 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 visitor been a **Covered Person**, would have resulted in a benefit being paid under **Event 1** or **Event 2**, **We** will pay the **Policyholder** a benefit. The maximum amount **We** will pay is the amount shown in the **Schedule** against Extensions – Visitors Benefit.

2.39 Work Experience Benefit

If a person is undertaking authorised work experience with the **Policyholder** and, whilst performing occupation 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 **Events 1–7(a), 8(a), 9, 10(a) or 11(a)**, **We** will pay the person, or their estate in the event of **Event 1 – Accidental Death**, \$5,000.

Section 3: General Conditions Applicable to the Policy

These general conditions apply to all covers and the **Policy** unless they are expressly stated not to apply in relation to the cover or the **Policy**.

3.1 If a **Covered Person** suffers a **Bodily Injury** resulting in any one (1) of Events 2-8 9(a), **We** will not be liable under the **Policy** for any subsequent **Bodily Injury** to that **Covered Person** during the **Period of Insurance**.

3.2 If two or more of Events 1 to 19 occur in respect of the same **Bodily Injury**, **We** will only pay for one **Event** (the **Event** with the highest available compensation).

3.3 **We** will not pay benefits for Events 25, 26, 31 and 32:

- (i) in excess of the total aggregate period in respect of any one **Bodily Injury** as shown in the **Schedule** against Part B – Weekly Benefits – Bodily Injury;
- (ii) in excess of the total aggregate period in respect of any one **Sickness** as shown in the **Schedule** against Part C – Weekly Benefits – Sickness;
- (iii)
 - (a) during the **Excess Period** stated in the **Schedule** against Part B – Weekly Benefits – Bodily Injury or against Part C – Weekly Benefits – Sickness, calculated from the commencement of the **Bodily Injury** or **Sickness**; and
 - (b) after that **Excess Period**, in an amount which exceeds lesser of the:
 - (A) maximum **Salary** stated in the **Schedule** against Part B – Weekly Benefits – Bodily Injury or against Part C – Weekly Benefits Sickness; or
 - (B) **Covered Person's Salary** multiplied by the applicable percentage sated in the Schedule against Part B – Weekly Benefits – Bodily Injury or Part C – Weekly Benefits – Sickness.

For example, if:

- (1) the applicable percentage is 75%; and
- (2) the maximum **Salary** stated in the **Schedule** is \$2,000 x 156 weeks against Part B – Weekly Benefits – Bodily Injury or against Part C – Weekly Benefits – Sickness; and
- (3) 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.

3.4 The **Covered Person** should, as soon as reasonably possible after the happening of any **Bodily Injury** or the manifestation of any **Sickness** giving rise to a claim under the **Policy**, procure and follow proper medical advice from a **Doctor**.

3.5 **We** will not pay for more than one (1) of Events 25 and/or 26 or Events 31 and/or 32 that occur for the same period of time in respect of any one (1) **Covered Person**.

3.6 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 or 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 applicable percentage of the lesser of:

- (iii) the maximum **Salary** stated in the Schedule against Part B – Weekly Benefits – Bodily Injury or against Part C – Weekly Benefits – Sickness, as applicable; or
- (iv) the **Covered Person's Salary**.

For example, if:

- (A) the applicable percentage is 75%; and
- (B) the maximum **Salary** stated in the Schedule is \$2,000 x 156 weeks against Part B – Weekly Benefits – Bodily Injury or against Part C – Weekly Benefits – Sickness; and
- (C) a **Covered Person's Salary** is \$1,500; and
- (D) the **Covered Person** is entitled to benefits of (say) \$500 per week under a compensation scheme described in 5.4(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.)

3.7 Where, in relation to benefits payable for Events 2, 25, 26, 31 and/or 32, **We** do not agree with the opinion given by the **Doctor** ('the 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**.

3.8 If as a result of **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 or causes, 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, in which case 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.

Where a **Bodily Injury** or **Sickness** requires surgical treatment which cannot be performed within twelve (12) months from the date of that **Bodily Injury** or **Sickness**, provided a **Doctor** certifies that such treatment was known as necessary during that twelve (12) month period, **We** will treat this twelve (12) month period 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, provided surgery does not occur in a period in excess of twenty-four (24) months from the original date of **Bodily Injury** or **Sickness**.

3.9 Subject to the guaranteed payments referred to in Extension 2.21 'Guaranteed Payment', **We** will pay weekly benefits for Events 25, 26, 31 and 32 monthly in arrears. **We** will pay benefits for a disability which is suffered for a period of less than one (1) week at the rate of one-fifth of the weekly benefit for each day during which disability continues.

3.10 All benefits which **We** pay under the Policy will be paid to the **Policyholder** or such person or persons and in such proportions as the **Policyholder** nominates, unless otherwise specified in the **Policy**.

3.11 If a **Covered Person** is entitled to a benefit under Events 25 and/or 26 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 25 and 26 will cease from the date of such entitlement.

Section 4: General Exclusions Applicable to the Policy

These general exclusions apply to all covers and the **Policy** unless they are expressly stated not to apply in relation to the cover or the **Policy**.

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 in an aircraft or aerial device 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 does not apply to the **Policyholder** or any **Covered Person** who is not the perpetrator of such act, or who did not know or condone any such act;
- (iii) results from **War**, invasion or **Civil War** in a **Covered Person's** country of residence, provided that this General Exclusion will not apply where **Bodily Injury** or **Sickness** is sustained as a result of hijacking, riot, strike, or civil commotion;
- (iv) 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;
- (v) results from any **Pre-Existing Condition**, provided that this General Exclusion will not apply to illness or disease resulting directly from medical or surgical treatment rendered necessary by any **Bodily Injury**;
- (vi) is covered by Medicare, in whole or in part;
- (vii) is covered by any:
 - (a) workers' compensation legislation;
 - (b) transport accident legislation;
 - (c) government-sponsored fund, plan or medical benefit scheme; or
 - (d) other insurance policy required to be effected by or under law,provided that this General Exclusion will only apply to Events 25, 26, 31 and 32, and will only apply to the extent that such loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** is in fact covered by one or more of those schemes;
- (viii) 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.

4.2 Sanctions

We will not pay benefits 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 covers and the **Policy** unless they are expressly stated not to apply in relation to the cover or the **Policy**.

5.1 Age Limitations

- (i) In respect to each **Covered Person** aged seventy-five (75) years old or over and under eighty-five (85) years old at the time the entitlement to claim arose:
 - (a) no benefit is payable under Section 1 Events 25, 26, 31 or 32; and
 - (b) no benefit is payable under Extension 2.5 '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) In respect to each **Covered Person** aged eighty-five (85) years old or over and under ninety (90) years old at the time the entitlement to claim arose:
 - (a) cover under Section 1: Personal Accident & Sickness, Part A: **Event 1 (Accidental Death)** and **Events 3–19**, are limited to a maximum of \$250,000; and
 - (b) no benefit is payable under Section 1 Events 25, 26, 31 or 32; and
 - (c) no benefit is payable under Section 2 Extension 2.4 '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) In respect to each **Covered Person** aged ninety (90) years old or over at the time the entitlement to claim arose:
 - (a) cover under Section 1: Personal Accident & Sickness, Part A: **Event 1 (Accidental Death)** and **Events 3–19**, are limited to a maximum of \$25,000; and
 - (b) no benefit is payable under Section 1 **Event 2 (Permanent Total Disablement)**
 - (c) no benefit is payable under Section 1 Events 25, 26, 31 or 32; and
 - (d) no benefit is payable under Section 2 Extension 2.5 '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 Limit of Liability

- (i) 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 on the **Schedule** against Aggregate Limit of Liability (A) any one (1) **Period of Insurance**;
- (ii) **Our** total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals (i.e. non-scheduled), will not exceed the amount shown in the **Schedule** against Aggregate Limit of Liability (B) Non-scheduled aircraft; and
- (iii) **We** will not make any payment that exceeds the amount of the Aggregate Limit of Liability.

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, in the conduct of proceedings and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the **Policyholder** because of **Bodily Injury** or damage with respect to which insurance is afforded under the **Policy**. In that regard, the **Policyholder** and a **Covered Person** (where relevant) 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 Persons** should not, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of **Accident**, as doing so may prejudice **Our** rights and reduce the cover available under this **Policy**.

5.4 Breach of Conditions

If the **Policyholder** or a **Covered Person** is in breach of any of the conditions or provisions of the **Policy** (including a claims condition), **We** may decline to pay a claim to the **Policyholder** or to the **Covered Person** who is in breach, if the claim is substantially related to the breach and to the extent permitted by law.

5.5 Cancellation

The **Policyholder** has twenty-one (21) days after entering into the **Policy** (including renewals) to decide whether or not to keep the **Policy**. If the **Policyholder** asks **Us** in writing within those twenty-one (21) days to cancel the **Policy**, **We** will do so, provided neither the **Policyholder** nor any **Covered Person** has exercised a right or power under the terms of the **Policy** in that period (e.g. a claim has been made or a benefit paid). **We** will refund the full **Premium**, less charges or taxes which **We** are unable to recover.

Thereafter, the **Policyholder** may cancel the **Policy** at any time by notifying **Us** in writing or by phone. The cancellation will take effect at 4.01pm Local Time 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** or any Section thereof, for any of the reasons set out in Section 60 of the *Insurance Contracts Act 1984 (Cth)* by issuing a notice thirty (30) days in advance in writing in accordance with Section 59 of the *Insurance Contracts Act 1984 (Cth)*.

If the **Policy** is cancelled by either the **Policyholder** or **Us**, **We** will refund the **Premium** for the **Policy** less a pro rata proportion of the Premium to cover the period for which insurance applied. 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 increases the risk of a claim being made under the **Policy**. Changes to be advised include, but are not limited to, an increase in the number of **Covered Persons** by 10% or more; a change to a **Covered Persons'** activities from office-based to field-based; or diversification of the **Policyholder's** service offering. If **We** choose to accept this change, **We** will do so in writing, and the **Policyholder** may be required to pay **Us** a pro-rata additional premium from the date of such material 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 – 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 what is payable under the 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.

5.8 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**.

5.9 Currency

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

5.10 Due Diligence

The **Policyholder** and any **Covered Person** will exercise due diligence and undertake 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 Persons** is not qualified to undertake.

5.11 Headings

Headings have been included for ease of reference and it is understood and agreed that the terms, conditions, exclusions and provisions of the **Policy** are not to be construed or interpreted by reference to such headings.

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 within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. Any delay in providing **Us** with notice of such events may prejudice **Our** rights and reduce the cover available under the **Policy**. The **Claimant** will be required, at their expense, to give **Us** such certificates, information and other documentation as **We** may reasonably require for the purpose of settling a claim and that are within the **Claimant's** power to provide. **We** may at **Our** own expense have any **Claimant** 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).

5.13 Other Insurance

In the event of a claim, the **Policyholder** or a **Covered Person** is required to advise **Us** as to any other insurance they are entitled to claim under 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 appropriate state of the Commonwealth of Australia. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the said state and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder will be determined in accordance with the law and the practice of such court.

5.15 Singular/Plural

If it is consistent with the context of any clause in this **Policy**, the singular includes the plural and vice versa.

5.16 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 other than another **Policyholder**, **Covered Person** or other persons covered by the **Policy** and a **Claimant** will be required to execute and deliver any instruments and papers and do whatever else is necessary to enable **Us** to secure such rights, provided it is within the **Claimant's** power to provide. After any loss, a **Claimant** should not knowingly take any action which will prejudice **Our** rights to subrogation.

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