

# **Gallagher Sports Insurance**

## **Policy Wording and PDS**

Group Personal Accident Sports Injury

Form **S&L GPA Policy & PDS 12.21**

# Product Disclosure Statement

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Please read this Product Disclosure Statement (PDS) thoroughly to ensure that **You** understand the cover that is provided by this **Group Personal Accident Sports Injury Insurance Policy**. Should **You** have any questions or if **You** would like more information, please contact **Your** insurance broker.

## About Us

This insurance is issued by Offshore Market Placements (Australia) acting under a binder as an agent of XL Insurance Company SE Australia branch (XLICSE). In providing any financial services Offshore Market Placements (Australia) acts as an underwriting agent under Arthur J. Gallagher & Co (Aus) Limited Ltd AFS Licence 238312.

All services that are provided to **You** regarding this product are provided by Offshore Market Placements (Australia).

**Our** contact details are:

Offshore Market Placements (Australia)  
80 Pacific Highway  
North Sydney, NSW 2060  
Australia

## About Arthur J Gallagher (Gallagher)

Gallagher is one of Australia's – and the world's – largest insurance broking and risk management companies. We're the broker of choice for more than 100,000 Australian businesses – from micro-SMEs through to multinational corporations and iconic brands.

With 25+ regional and metropolitan branches across Australia, we understand local business communities because we're part of them ourselves.

Globally, the Gallagher network of 600+ offices in over 30 countries, enables us to leverage relationships with international insurance partners to create programs that achieve claims outcomes beyond the scope of many smaller brokers.

## General Information

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The information contained in this part is general information only and does not form part of **Your** contract with **Us**. The **Policy** terms and conditions in the rest of this **Policy** wording contain details of **Your** contract.

### Duty Of Disclosure – What You must tell Us

Under the Insurance Contracts Act 1984 ("the Act"), **You** have a Duty of Disclosure. **You** are required before you enter into, renew, vary, extend or reinstate **Your** policy, to tell **Us** everything **You** know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to **Our** decision whether to insure **You**, and anyone else to be insured under the **Policy** and, if so, on what terms.

### What You do not have to tell Us

**You** do not have to tell **Us** about any matter that:

- (a) diminishes the risk;
- (b) is of common knowledge;
- (c) **We** know or should know in the ordinary course of **Our** business as an Insurer; or
- (d) **We** waive **Your** duty to tell **Us** about.

If **You** do not comply with your Duty of Disclosure, **We** may reduce or refuse to pay a claim or cancel **Your** **Policy**. If **Your** non-disclosure is fraudulent, **We** may treat this **Policy** as if it never existed.

### Privacy

Privacy legislation regulates the way private sector organizations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth.) when collecting and handling your personal information.

Offshore Market Placements (Australia) have developed a privacy policy that explains the sort of personal information **We** hold about **You** and what **We** do with it.

**We** will only collect personal information from or about **You** for the purpose of assessing **Your** application for insurance and administering **Your** insurance **Policy**, including any claims **You** make. **We** will only disclose and use **Your** personal information for a purpose **You** would reasonably expect.

**We** may need to disclose personal information to the reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureau, credit reference agencies, **Our** advisers and those involved in the claims handling process (including assessors and investigators), for the purposes of assisting **Us** and them in providing relevant services and products, or for the purposes of litigation.

**We** may disclose personal information to people listed as co-insured on your **Policy** and to family members or agents authorised by **You**.

**We** may disclose information to organisations that conduct customer service surveys on **Our** behalf. We will request **Your** consent to any other purpose.

By providing **Your** personal information to **Us**, **You** consent to **Us** making these disclosures. Without **Your** personal information, **We** may not be able to issue insurance cover to **You** or process **Your** claim.

**You** also have the opportunity to find out what personal information **We** hold about **You** and, when necessary, correct any errors in this information. Generally, **We** will do this without restriction or charge.

For further information about **Our** privacy policy or to access or correct **Your** personal information, please contact:

The Manager  
Offshore Market Placements (Australia)  
80 Pacific Highway  
North Sydney  
New South Wales 2060 Australia  
Email: [ed.vincent@ajg.com.au](mailto:ed.vincent@ajg.com.au)  
Telephone: +61 2 9424 1754

### **The General Insurance Code of Practice**

**We** support the General Insurance Code of Practice. The code aims to:

- (a) Promote more informed relations between insurers and their customers; and improve consumer confidence in the general insurance industry;
- (b) Provide better mechanisms for the resolution of complaints and disputes between insurers and their customers;
- (c) Commit insurers and the professionals they rely upon to higher standards of customer service.

For information about the Code **You** may contact Offshore Market Placements (Australia) or the Australian Financial Complaints Authority on 1800 931 678 or [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

### **Complaints And Dispute Resolution Policy**

Offshore Market Placements (Australia) (a division of Arthur J Gallagher & Co (Aus) Ltd (ABN 34 005 543 920)) treats all complaints regarding the products and services that We provide seriously. If You are dissatisfied in any way, then You may lodge a complaint using Our complaints process.

#### **If you have a Complaint**

Please address **Your** complaint to the Manager:

Offshore Market Placements (Australia)  
80 Pacific Highway  
North Sydney NSW 2060 Australia  
Email: [ed.vincent@ajg.com.au](mailto:ed.vincent@ajg.com.au)  
Telephone: +61 2 9424 1754

**We** will usually require the following information:

- Name, address and telephone number of the policyholder
- The type of insurance policy involved
- Details of the policy concerned, including policy and or claim reference numbers
- Name and address of the broker through whom the policy was obtained
- Details of the reasons for lodging the complaint
- An explanation of what you would like us to do to correct the situation
- Copies of any supporting documentation

#### **Internal Complaints Process**

**Your** complaint will be acknowledged in writing within 1 business days and **We** will respond to **Your** complaint with our decision within 10 business days, provided **We** have all necessary information and have completed any investigation required.

In cases where **We** cannot make a decision and provide our final response within 10 business days, **We** will let **You** know the reasons as soon as reasonably practicable and provide our final response within 30 calendar days.

**We** will keep **You** informed of the progress of **Our** response to **Your** complaint at least every 10 business days and respond to any request within 10 business days.

**Our** final response to **Your** complaint will be in writing and will inform **You**:

- **Our** decision in relation to **Your** complaint
- the reasons for **Our** decision
- **Your** right to take **Your** complaint to the next stage as well the contact information and details of how to do so, where **Our** decision does not resolve **Your** complaint to **Your** satisfaction

## External Dispute Resolution

### *Australian Financial Complaints Authority*

If **Your** complaint is not resolved to **Your** satisfaction following **Our** complaints process or if **We** do not resolve **Your** complaint within 30 calendar days of receiving it, **You** may refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA is an independent body that operate nationally in Australia and aim to resolve disputes between **You** and **Your** insurer. AFCA provides fair and independent financial services complaint resolution that is free to consumers. **Your** dispute must be referred to AFCA within 2 years of the date of **Our** final response to your complaint. Determinations made by AFCA are binding upon **Us**.

Australian Financial Complaints Authority  
GPO Box 3, Melbourne, Vic 3001  
Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)

### How much will this procedure cost **You**?

This service is free of charge to policyholders.

### Financial Claims Scheme

This **Policy** may be a protected **Policy** under Federal Government's Financial Claims Scheme (FCS), which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies a person who is entitled to make a claim under this **Policy** may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

**You** may obtain further information about the FCS from [http:// www.fcs.gov.au](http://www.fcs.gov.au) and the APRA hotline on 1300 55 88 49.

### About this PDS

This PDS contains important information about the **Policy**. This PDS aims to help **You**;

- Decide whether this **Policy** will meet **Your** needs; and
- Compare it to other products **You** may be considering.

The information contained in the PDS is general information only. **We** do not provide any advice in this PDS about this **Policy** and have not considered **Your** objectives, financial situation or needs. **You** should carefully read the information provided and decide if it is the right cover for **You**.

### **How to Apply for this Insurance**

If **You** are interested in buying this **Policy** or have any questions about it, please contact **Your** insurance broker.

They will be able to provide **You** with all of the information and assistance **You** need. **Your** insurance broker will then request a quotation from **Us** on **Your** behalf.

### **About Your Policy**

If **We** agree to enter into this **Policy** with **You**, it is a contract between **You** and **Us**. The contract is entered into on the basis of the information **You** provided to **Us** when **You** applied for this insurance as well as any subsequent information provided to and agreed by **Us**.

This **Policy** consists a number of documents, all of which are important documents and which should be read carefully to ensure that the cover provided is accurate. The documents that make up this **Policy** should be kept in a safe place for future reference. These documents include;

- The **Policy** Wording which begins on page 12 and contains details of what is covered, outlines the conditions, limitations, and any exclusions that apply to **Your Policy** and details the claims procedure;
- The **Proposal**, which is the information **You** provided **Us** when applying for this **Policy**;
- The **Policy Schedule** issued by **Us** for the most recent **Period of Insurance**. The **Policy Schedule** outlines the specific details of cover applicable to **You**, including but not limited to the **Scope of Cover** and **Sums Insured** provided. It may also include additional terms and conditions that amend the standard terms of this **Policy**; and
- Any other written change to the terms of this **Policy** as advised by **Us** in writing (such as an **Endorsement** or Supplementary PDS).

### **About an Insured Person's access to benefits under this Policy**

An **Insured Person** is not a party to this contract of insurance / **Policy**. An **Insured Person's** ability to access cover under this **Policy** shall only apply to the extent that such cover is provided by this **Policy** and shall be in accordance with the conditions and exclusions contained within it. Such rights of an **Insured Person** arise solely by operation of section 48 of the Insurance Contracts Act 1984 (Cth). They may make a claim for recovery against the **Policy** but have no right to vary or cancel it. **Insured Persons** are not charged by **Us** for the right to make a claim under this **Policy**.

Any person who may be insured under this **Policy** should consider obtaining their own advice from an appropriately licensed person to determine if the benefits provided by this **Policy** are suitable to their needs. No advice is provided by either **You** or **Us** as to the suitability of these benefits to the needs of anyone who may be entitled to benefits under it.

An **Insured Person's** access to cover under this **Policy** begins on the date the **Insured Person** is added to this **Policy** by **Us** and ends at the earlier of the following:

- I. The date and time they cease to meet the criteria specified in the **Policy Schedule** for an **Insured Person**;
- II. The date and time **You** request that such **Insured Person** cease to have access to the benefits under this **Policy**; or

- III. The date and time the **Policy** ends in accordance with this **Policy** or Law either because the **Period of Insurance** has ceased and the **Policy** has not been renewed prior to such date or it is cancelled by **You** or **Us**.

### Authorisation and Notification

In accepting this **Policy**, **You** agree to act on behalf of **You** and any **Insured Person** who **We** have agreed to be covered by it in respect of the following:

- I. The negotiation, acceptance and agreement of any terms including at renewal of this **Policy** as well as any **Endorsements** made to it;
- II. The **Payment of Premium** and the receiving and disbursement of any return **Premiums** payable under this **Policy**;
- III. The receiving and giving of any notices provided under this **Policy**;
- IV. The receiving or giving of any notice of claim; and
- V. The receiving or giving of any notice of cancellation, and in all regards an **Insured Person** agrees that **You** will act on their behalf.

**We** will send all notices in relation to this **Policy** to **Your** nominated insurance broker. It is important for **You** to tell **Us** if **You** change **Your** nominated insurance broker, or if **Your** insurance broker changes their address as soon as possible.

This **Policy** and the documents that make it up will be sent to **Your** insurance broker by email unless **We** are advised otherwise by **Your** insurance broker that **You** would prefer these documents in hard copy.

### The cost of the Policy

The cost of this **Policy** is detailed in the **Policy Schedule**. It is determined by **Our** assessment of the risk to be **Insured** plus any applicable government taxes and charges.

When calculating the **Premium** a number of different factors are taken into consideration including;

- I. **Your Business** activities and those of the **Insured Person's**;
- II. the number of people to be insured;
- III. the **Sums Insured** and **Excesses** chosen; and
- IV. **Your** claims history.

The **Premium** applicable to this **Policy** will also include amounts that take into account **Our** obligations to pay any relevant compulsory government taxes, charges or duties (such as GST and Stamp Duty) in relation to **Your Policy**. These amounts will be set out separately in **Your Policy Schedule** as part of the total **Premium** payable.

### Paying Your Premium

**We** will provide **Your** insurance broker with the details of the total **Premium** amount payable, when it needs to be paid and how it can be paid. **Your** insurance broker can provide **You** with more details on the methods of **Payment** available.

### Cancellation

#### Your Right to Cancel

**You** have the right to cancel this **Policy** within 21 days from the date the cover inception. To do so please notify **Your** insurance broker in writing within 21 days from the date the cover inception. This cooling off right does not apply if **You** or any **Insured Person** has made or are entitled to make a claim under this **Policy**.

Even after the cooling off period ends, **You** may still cancel this **Policy** by notifying **Us** in writing. The cancellation will take effect from 4.01pm (in the state or territory where the **Policy** was issued) on the date that **We** receive **Your** written notice of cancellation or at such time as otherwise agreed to with **You**.

### **Our Right to Cancel**

**We** can cancel this **Policy**, if there is a valid reason to do so under the Insurance Contracts Act 1984, including for example:

- I. any failure by **You** to pay the premium; or
- II. a change in risk which means **We** can no longer provide **You** with insurance cover; or
- III. non-cooperation or failure to supply any information or documentation **We** request, such as the detail of a **Claim**;

by giving **You** 14 days' notice in writing.

If the **Policy** is cancelled by either **You** or **Us**, **We** will refund the **Premium** for the **Policy** less a pro-rata proportion to cover the period for which insurance applied less any statutory charges, taxes, duties or fees that cannot be refunded. However, **We** reserve **Our** right not to refund any **Premium** if a claim has been paid under this **Policy** or may be payable where an **Incident** has occurred which could give rise to a claim under this **Policy**.

An **Insured Person** has no cancellation rights under this **Policy**.

### **Renewing Your Policy**

**We** will before this **Policy** expires advise **You** via **Your** insurance broker whether **We** intend to offer renewal of this **Policy** and under what terms and ask **You** to provide **Us** with updated information relevant to **Your** risk. Please note that **Your** Duty of Disclosure also applies before each renewal in the same way it applies to a new contract of insurance.

It is important that **You** closely review any renewal offer to ensure the details (including but not limited to the **Sums Insured** and **Excess** applicable to the benefits under this **Policy**) are correct before **You** renew this **Policy**.

Unless advised otherwise by **Us**, this PDS will also apply to any offer of renewal **We** may make.

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

If **You** need to make a claim against this **Policy**, please refer to the claims procedures on page 21.

### **Words with special meaning**

There may be words and expressions used in this **Policy** which have a specific meaning unique to it. These words are shown below and when shown in bold type the specific meaning will apply. Plural forms of the words defined have the same meaning as the singular form.

Headings have been provided and certain words have been underlined or set in a different font or colour for ease of reference but do not form part of this **Policy**.

### **Updating this PDS**

This PDS was prepared on 8<sup>th</sup> September 2021.

The information contained in this PDS is up to date at the time it is prepared. **We** may update some of the information contained within it from time to time. **We** will issue **You** with a new PDS or a Supplementary PDS

except in limited circumstances. Where the information updated is not materially adverse from the point of view of a reasonable person deciding whether to purchase this insurance, **We** may issue **You** with a copy of any updated information in other forms (such as **Our** website). A paper copy of the updated information will be available upon request, by contacting **Your** insurance broker or **Us** at [APACCompliance@axaxl.com](mailto:APACCompliance@axaxl.com)

### **Your obligation to comply with the terms and conditions of this Policy**

**You** are required to comply with the terms and conditions of this **Policy**. It is important to remember that if **You** do not comply with any term or condition, **We** may decline to pay or reduce the amount payable for any claim or **We** may cancel this **Policy**, in accordance with **Our** rights at law, including under the Insurance Contracts Act 1984 (Cth).

If more than one person is insured under this **Policy**, a failure or wrongful act by one of those persons may adversely affect the rights of any other person insured under the **Policy**.

### **Electronic Communication**

Pursuant to the Insurance Contracts Act 1984 (Cth), a notice or other document may be given by electronic communication in accordance with the Electronic Transactions Act 1999 (Cth) and any regulations made under that Act. Amongst other things, this means that **We** can communicate with **You** by email.

If **You** are represented by an agent (e.g. **Your** insurance broker) and they provide **Us** with their nominated email address, they and **You** consent to **Us** delivering documents electronically to that email address, unless **You** or they tell **Us** otherwise. Any documents sent by email will be considered to have been received by **You** and **Your** agent 24 hours from the time **We** send them to that email address.

In all other cases, if **You** provide **Us** with **Your** nominated email address **You** consent to **Us** delivering documents electronically to that email address, unless **You** tell **Us** otherwise. Any documents sent by email will be considered to have been received by **You** 24 hours from the time **We** send them to that email address.

It is **You** and **Your** agent's obligation to ensure that any email address provided to **Us** is up to date and let **Us** know promptly if it changes.

### **Summary of Insurance**

The following table provides a limited summary of the major benefits available under this **Policy** and does not form part of the **Policy** and cannot be relied upon as a full description of the cover provided. Coverage for the benefits described below shall only apply to the extent that they are detailed in the **Policy Schedule**. The terms, limitations, conditions and exclusions that apply to these benefits are set out in this **Policy**, please refer to each section for full details of coverage. Please also refer to the Policy Definitions for the details of the terms used in this Summary shown in bold text.

<b>Policy Section</b>	<b>Summary of Cover available</b>	<b>Page No.</b>
<b>1. Personal Accident</b>		
Part A – Accidental Death and Disablement	<b>We</b> will provide the benefits shown in the <b>Policy Schedule</b> in the event that an <b>Insured Person</b> suffers a <b>Bodily Injury</b> following an <b>Accident</b> during their <b>Scope of Cover</b> and whilst the person is an <b>Insured Person</b> under this <b>Policy</b> which results in <b>Accidental Death</b> or an <b>Event</b> set out in the Table of Events	27
Part B - Weekly Injury Benefits	<b>We</b> will provide the benefits shown in the <b>Policy Schedule</b> in the event that an <b>Insured Person</b> suffers a <b>Bodily Injury</b> following an <b>Accident</b> during their <b>Scope of Cover</b> and whilst the person is an <b>Insured Person</b> under this <b>Policy</b> which results in <b>Bodily Injury</b> causing their <b>Temporary Total Disablement</b> or <b>Temporary Partial Disablement</b>	30
Part C – Non-Medicare Medical Expenses	<b>We</b> will provide the benefits shown in the <b>Policy Schedule</b> in the event that an <b>Insured Person</b> suffers a <b>Bodily Injury</b> following an <b>Accident</b> during their <b>Scope of Cover</b> and whilst the person is an <b>Insured Person</b> under this <b>Policy</b> which results in the <b>Insured Person</b> incurring <b>Non-Medicare Medical Expenses</b>	31
Part D - Bodily Injury Resulting in Surgery outside of Australia and Permanent Country of Residence	<b>We</b> will provide the benefits shown in the <b>Policy Schedule</b> in the event that an <b>Insured Person</b> suffers a <b>Bodily Injury</b> following an <b>Accident</b> during their <b>Scope of Cover</b> and whilst the person is an <b>Insured Person</b> under this <b>Policy</b> which results in a surgical event set out in the Table of Events	31
Part E – Fractured Bones	<b>We</b> will provide the benefits shown in the <b>Policy Schedule</b> in the event that an <b>Insured Person</b> suffers a <b>Bodily Injury</b> following an <b>Accident</b> during their <b>Scope of Cover</b> and whilst the person is an <b>Insured Person</b> under this <b>Policy</b> which results in a fractured bone as specified in the Table of Events	32
Part F – Bodily Injury Resulting in Loss of or damage to Teeth	<b>We</b> will provide the benefits shown in the <b>Policy Schedule</b> in the event that an <b>Insured Person</b> suffers a <b>Bodily Injury</b> following an <b>Accident</b> during their <b>Scope of Cover</b> and whilst the person is an <b>Insured Person</b> under this <b>Policy</b> which results loss of or damage to Teeth	32
<b>2. Protect &amp; Assist Additional Benefits</b>		
<b>We</b> will provide a range of additional benefits as set out in this <b>Policy</b> in the event an <b>Insured Person</b> suffers a <b>Bodily Injury</b> or other specified event during the <b>Period of Insurance</b> and whilst the person is an <b>Insured Person</b> under this <b>Policy</b>		
Part A – Protect Benefits	Such Benefits include: <ul style="list-style-type: none"> <li>▪ Accidental H.I.V Infection Benefit;</li> <li>▪ Corporate Reputation protection; and</li> <li>▪ Post-Traumatic Stress Disorder Benefit</li> </ul>	33
Part B – Assist Benefits	Such Benefits include: <ul style="list-style-type: none"> <li>▪ Childcare Expenses</li> <li>▪ Domestic Assistance; and</li> <li>▪ Funeral Expenses</li> </ul>	35

# Policy Wording

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## Policy Definitions

There may be words and expressions used in this **Policy** which have a specific meaning unique to it. These words are shown below and when shown in bold type the specific meaning will apply. Plural forms of the words defined have the same meaning as the singular form.

**Accident/Accidental** means:

a single event which:

- I. is caused by a sudden external and identifiable event which occurs by chance;
- II. results in a **Bodily Injury** which could not have been expected by the **Insured Person**; and
- III. occurs during the **Period of Insurance**, and the **Insured Person's Scope of Cover**.

**Accidental Death** means:

the death of an **Insured Person** as a result of an **Accident**.

**Aggregate Limit of Liability** means:

the maximum amount **We** will pay under this **Policy** and any other Accident & Health Policy issued by **Us** in the **Insured's** name in respect of all losses and in respect of all **Insured Person's** arising out of the same **Incident**.

**Associated Entity** means:

a company or organisation of the **Insured**, the name of which has been advised to and is accepted by **Us**.

**Authorised Person** means:

any person contractually engaged by the **Insured** to undertake work on their behalf and includes **Employees, consultants, Contractors, Voluntary Workers, Work Experience Students** and/or self-employed persons. An **Authorised Person** shall extend to include trialists whom the **Insured** consents to be covered under this **Policy**, other than a **Dependent Child(ren)** or **Spouse** of an **Insured Person**.

**Authorised Rehabilitation Provider** means:

a company accredited to deliver workplace rehabilitation services to an **Insured Person** following a **Bodily Injury** which results in a valid claim for **Temporary Total Disablement** or **Temporary Partial Disablement** under this **Policy**, whose employees are reasonably qualified and experienced to provide timely assistance with services based on the assessed need of the **Insured Person** and their occupation. Such provider will be:

- I. chosen from a panel of **Our** authorised providers; or
- II. an Independent provider should the **Insured** or **Insured Person** not agree with **Our** choice, provided that:
  - a) such provider is not the **Insured**, an **Insured Person**, a **Close Relative** of the **Insured Person** or an **Authorised Person** of the **Insured**; and
  - b) the cost of providing the **Rehabilitation Plan** is reasonable when compared to that of **Our** chosen panel provider.

**Bodily Injury** means:

an identifiable injury external to the body caused solely by **Accidental** means, where the **Bodily Injury** and **Accident** both occur during the **Period of Insurance** and during the **Scope of Cover**, and within 12 months of the **Accident** results in the **Insured Person** suffering one or more of the **Events** covered under this **Policy**. **Bodily Injury** includes illness or disease directly resulting from medical or surgical intervention necessitated because of a **Bodily Injury**. It does not mean a **Sickness** or **Pre-existing Condition**.

**Business** means:

the activities directly connected with the Business of the **Insured** stated in the **Policy Schedule**.

**Close Relative** means:

the **Insured Person's Spouse**, parent, parent-in-law, step-parent, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, brother-in-law, half-brother, step-brother, sister, sister-in-law, half-sister, stepsister, uncle, aunt, nephew, niece, grandparent or grandchild.

**Complete Fracture** means:

a fracture in which the bone is broken completely across and no connection remains between the pieces.

**Contractor (including sub-contractor)** means:

any person employed by **You** on a temporary contract basis for services that **You** have agreed to be included under this **Policy**.

**Conveyance** means:

- I. any aircraft operated by a commercial or charter airline which is duly licensed and Insured for the regular transportation of fare-paying passengers; and
- II. any coach, bus, taxi, train, tram, boat, ship, ferry, **Ridehail Vehicle** or other vehicle owned and operated by a carrier duly licensed and Insured for the regular transportation of fare-paying passengers.

**Dependent Child/Children** means:

any child of an **Insured Person** who is unmarried and;

- I. under 19 years of age; or
- II. under 25 years of age if in full-time education; or
- III. dependent on the **Insured Person** due to reason of diagnosed permanent mental or physical disability

and in all cases is primarily dependent on the **Insured Person** for their maintenance and support.

**Director (including partners)** means:

a serving Director (other than a non-executive director) of **You**:

- I. whose details have been notified to Australian Securities and Investment Commission in accordance with section 205b of the Corporations Act 2001 or any statutory amendment modification or re-enactment of such Act or Regulations where **You** are a company registered in Australia;
- II. that sits on **Your** Board of **Directors** or equivalent where **You** are a company registered outside of Australia; or

- III. who has signed a partner deed with **You** as a limited partner of a limited partnership defined under the Partnership Act 1958 (Cth)

**Direct Travel** means:

travel to and from the **Insured Persons** normal place of residence or normal place of employment, which is in connection with the **Business** and falls under the **Scope of Cover** specified in this **Policy**. It shall include any minor deviations or interruptions which in no way increase the risk of an **Accident** which could have normally arisen if the **Insured Person** had travelled direct. Direct Travel shall not include the following:

- I. any travel outside of Australia; or
- II. any travel undertaken by an **Insured Person** who does not have a regular place of employment such as a professional driver, courier, or sales professional.

**Doctor** means:

a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, but shall exclude:

- I. the **Insured**;
- II. an **Insured Person**;
- III. a **Close Relative** of the **Insured Person**; or
- IV. an **Authorised Person** of the **Insured**.

**Domestic Duties** means:

the usual and ordinary domestic duties undertaken by someone as a homemaker, including childminding and regular housekeeping activities both indoors and outside of the home.

**Employee** means:

any person under an employment contract of service or apprenticeship with **You** excluding any **Director**.

**Endorsement** means:

a change in the terms and conditions of this **Policy** agreed to by **Us** that can extend or restrict cover.

**Event(s)** means:

the Event(s) described in the relevant Table of Events set out in Section 1 – Personal Accident of this **Policy**.

**Excess** means:

the amount of each and every claim **We** do not pay and which the **Insured Person** is required to bear themselves. The Excess amount will be shown in the **Policy Schedule** and may be expressed as a monetary amount or as a percentage.

**Excess Period** means:

the initial period of **Temporary Total Disablement** or **Temporary Partial Disablement** during which no benefits are payable as specified in the **Policy Schedule**.

**Executive** means:

the chief executive officer, chief operating officer, chief financial officer, chief information officer, chief people officer, chief risk officer, company secretary and any member of **Your** executive committee.

**Foot** means:

the entire foot below the ankle.

**Gradually Operating Cause** means:

a cause that is the result of a series of events which occur or develop over time that cannot be wholly attributable to a single **Accident**.

**Hairline Fracture** means:

a fracture in which there is one or more cracks in the bone, but where the bone remains in alignment.

**Hand** means:

the entire hand below the wrist.

**Incident** means:

all individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring during the **Period of Insurance** and at an identifiable time and place.

**Inpatient** means:

an **Insured Person** who has gone through the full hospital admission procedure and for whom a critical case record has been opened and whose admission is necessary for the medical care and treatment of **Bodily Injury** and not merely for any form of nursing convalescence rehabilitation rest or extended care.

**Insured/You/Your** means:

the legal entity, organisation or person(s) named as The Insured in the **Policy Schedule**. You as The Insured are the contracting party to this **Policy**.

**Insured Person** means:

any person or category of persons who meet the criteria specified for an **Insured Person** in the **Policy Schedule** or any **Endorsement**. They are a person nominated by **You** and agreed by **Us** for whom **Premium** has been paid or agreed to be paid. An **Insured Person** is not a contracting party to this **Policy**.

**Limit of Liability** means:

the maximum amount **We** will pay with respect to all losses incurred and in respect of all **Insured Person's** for this benefit during any one **Period of Insurance**.

**Loss of Eye** means:

**Permanent** and total loss of sight which will be considered as having occurred:

I. in both eyes if the **Insured Person** loses all sight in both eyes;

- II. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the **Insured Person** should see at 60 feet).

**Loss of Hearing** means:

**Permanent** and total loss of hearing in one or both ears.

**Loss of Limb** means:

- I. in the case of a leg loss by **Permanent** physical severance at or above the ankle or **Permanent** and total loss of use of a complete **Foot** or leg;
- II. in the case of an arm, loss by **Permanent** physical severance of the 4 fingers at or above the meta carpo-phalangeal joints (where the fingers join the palm of the **Hand**) or **Permanent** and total loss of use of a complete arm or **Hand**.

**Loss of Speech** means:

the total and irrecoverable loss of use of the power of audible and intelligible speech.

**Medical Aids** means:

equipment that is recommended by a **Doctor** for the treatment of a **Bodily Injury** which are not excluded under General Policy Exclusions (f) of this **Policy** and can include items such as crutches, bandages, walking boots and/or mobility aids.

**Member of the Body** means:

a part of the body, especially a Limb.

**Mental Health Practitioner** means:

a psychiatrist or psychologist who is registered or licensed to practice in the specialty of psychiatry or psychology under the laws of the country in which they practice, and who is engaged by a designated mental health service, but shall exclude:

- I. the **Insured**;
- II. an **Insured Person**;
- III. a **Close Relative** of the **Insured Person**; or
- IV. an **Authorised Person** of the **Insured**.

**Non-Medicare Medical Expenses** means:

the following expenses paid for by the **Insured Person** within 12 months of the **Insured Person** sustaining a **Bodily Injury** following an **Accident**, which are certified by a **Doctor** as being necessary for the treatment or care of that **Bodily Injury**:

- I. private hospital bed fees and theatre fees
- II. dental services
- III. ambulance costs
- IV. orthotics, splints or prosthesis
- V. physiotherapy, massage therapy, chiropractic therapy, osteopathy or naturopathy but only after a referral from a **Doctor**.

**We** will only reimburse such expenses that are not reimbursable from Medicare (either in part or full) or any other source and which are not excluded under the General Policy Exclusions of this **Policy**. No benefit shall

be payable in respect of the Medicare Gap, being the difference between the payment made by Medicare and the Medicare Benefit Schedule fee for the expense.

**Non-Scheduled Conveyance** means:

travel in any **Conveyance** whose journeys are not conducted in accordance with regular schedules and whose travel paths are not over specific routes, or to and from commercial terminals or locations. A Non-Scheduled Conveyance shall not include travel in a taxi, hire car or **Ridehail Vehicle**.

**Our/Us/We** means:

Offshore Market Placements (Australia) acting under a binder as an agent of XL Insurance Company SE Australia branch (XLICSE) (ABN 36 083 570 441). Offshore Market Placements (Australia) is at all times acting on our behalf and this contract is between Offshore Market Placements (Australia) and **You**.

**Paralysis** means:

- I. **Quadriplegia:** Complete paralysis of all 4 limbs and bladder;
- II. **Triplesia:** Complete paralysis of 3 limbs and bladder;
- III. **Paraplegia:** Complete paralysis of the lower half of the body including total loss of use of 2 legs and bladder; or
- IV. **Hemiplegia:** Complete paralysis on one side of the body including total loss of use of 1 leg and 1 arm.

**Period of Insurance** means:

the period of time shown in the **Policy Schedule** or such shorter period should this **Policy** be terminated either in accordance with its terms or alternatively deemed applicable by law during which cover applies under this **Policy**.

**Permanent** means:

having lasted 12 consecutive months, and at the expiry of this period is determined by a **Doctor** to be beyond hope of improvement for the remainder of the **Insured Person's** life.

**Permanent Country of Residence** means:

a country in which an **Insured Person** currently resides, has resided or intends to continue to reside for a continuous period of 12 months or longer for reasons of employment.

**Permanent Partial Disablement** means:

the loss of or loss of use of a body part as a result of an **Accident** which continues for 12 consecutive months and at this time is certified by a **Doctor** that it will in all probability exist for the remainder of the life of the **Insured Person**.

**Permanent Total Disablement** means:

**Permanent** and total disablement as a result of an **Accident** which continues for 12 consecutive months and at this time is certified by a **Doctor** as being beyond hope of improvement and entirely preventing the **Insured Person** from engaging in any occupation, business, profession or employment for which the **Insured Person** is qualified by reason of education, training or experience for the remainder of their life.

**Personal Motor Vehicle** means:

a comprehensively insured motor vehicle owned and operated by a **Voluntary Worker** which is used to undertake **Direct Travel** to and from **Voluntary Work** performed on behalf of **You** and with **Your** permission.

**Policy** means:

**Our** contract with **You** and includes this **Policy** wording, the **Policy Schedule**, and any **Endorsement** or other document **We** may tell **You** forms part of the terms and conditions of this **Policy**.

**Policy Schedule** means:

the document issued to the **Insured** by **Us** which applies during the **Period of Insurance** and outlines the specific details of cover applicable to **You**, including but not limited to the **Scope of Cover** and **Sums Insured** provided.

**Pre-existing Condition** means:

any physical ailment for which:

- I. treatment, advice, referral or medication has been received or prescribed by a **Doctor** at the time of the **Accident** or in the 6 months immediately prior to the person becoming an **Insured Person** under the **Policy**; or
- II. a reasonable person in the circumstances would be expected to be aware of based on the manifestation of symptoms at the time of the **Accident** or at any time during the 6 months immediately prior to the person becoming an **Insured Person** under the **Policy**.

**Premium** means:

the amount shown in the **Policy Schedule** that is payable in respect of this **Policy** by **You**.

**Proposal** means:

**Your** Proposal or statement of fact including any renewal declaration and information supplied by or on **Your** behalf in addition to or in connection with or in substitution thereof.

**Public Relations Crisis** means:

a significant threat to **Your** operations or perception of **Your** stakeholders that can have negative consequences and can seriously impact **Your** performance and generate significant negative outcomes.

**Rehabilitation Plan** means:

a document prepared by an **Authorised Rehabilitation Provider**, after a workplace rehabilitation assessment is conducted of an **Insured Person** for whom **Temporary Total Disablement**, or **Temporary Partial Disablement** benefits are payable under a **Policy** issued by **Us**, which outlines the following:

- I. clear and appropriate objectives with consideration of how these objectives will be achieved;
- II. details of rehabilitation activities required to meet the objectives;
- III. time frames for expected stages of recovery; and
- IV. when and by whom reviews will be undertaken to assess the **Insured Person's** progress.

**Ridehail Vehicle** means:

a vehicle operated by an independent contractor registered and authorised by a recognised third-party **Ridehail Vehicle** provider (such as Uber) for the provision of transportation to fee paying passengers who book and pay for their journey via a smartphone application.

**Salary** means:

the average weekly pre-tax income earned by an **Insured Person** through personal exertion, which shall be calculated in accordance with the following:

- I. for **Insured Person's** paid on a weekly basis, the amount shall be equal to their average basic wage for the 13 weeks immediately prior to the date of the **Temporary Total Disablement** or **Temporary Partial Disablement** (whichever is relevant) or such shorter period that they have been employed;
- II. for salaried **Insured Person's**, the amount shall be calculated by dividing their Annual Salary by 52;
- III. for self-employed **Insured Person's**, the amount shall be equal to their average basic income after deducting all business expenses incurred in deriving that income, earned during the 12 months immediately prior to the date of the **Temporary Total Disablement** or **Temporary Partial Disablement** (whichever is relevant) or such shorter period that they have been self-employed.

and in all cases includes wages, travel allowances, personal motor vehicle costs, sponsorship, monetary reward, and meal allowances where included as part of their **Salary** in all cases or remuneration package or total employment cost, but excludes bonuses, overtime payments, penalty rates, shift allowances or commissions (unless otherwise agreed to in writing by **Us**).

**Scope of Cover** means:

when **You** or an **Insured Person** are covered by this **Policy**. Unless set out differently in the **Policy Schedule**, the Scope of Cover will be any time that the **Insured Person** is, in connection with the **Business**:

- (a) actively engaged in a training session or competitive game;
- (b) actively engaged in an activity which forms part of the **Insured Person's** official duties;
- (c) engaged in any administrative, social, fund raising activity or **Voluntary Work**;
- (d) undertaking **Direct Travel** to and from (a), (b) or (c) above; and
- (e) staying away from home during a tour for the purposes of (a), (b) or (c) above.

**Sickness** means:

any illness, disease, disorder or syndrome.

**Spouse** means:

the legally married **Spouse** or civil or cohabitating partner of an **Insured Person**.

**Sum Insured** means:

the amount for which **You** are Insured as specified in the **Policy Schedule**.

**Temporary Partial Disablement** means:

disablement which:

- I. is temporary in nature; and
- II. in the opinion of a **Doctor** prevents the **Insured Person** from engaging in at least 50% of their usual duties performed in their occupation in the **Business** of the **Insured**, or any occupation for which

- they are reasonably suited by way of their education, training or experience should they cease to be employed by the **Insured** after the **Event(s)** occurs; and
- III. is a condition for which the **Insured Person** is under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

**Temporary Total Disablement** means:

disablement which:

- I. is temporary in nature; and
- II. in the opinion of a **Doctor** entirely prevents the **Insured Person** from engaging in any part of their usual duties or occupation; and
- III. is a condition for which the **Insured Person** is under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

**Terrorism** means:

any act committed for political, religious, ideological or similar purposes including but not limited to the use of force or violence or threat thereof any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) including the intention to influence any government and/or to put the public or any section of the public in fear.

**Tooth/Teeth** means:

a sound, natural and permanent tooth, but does not include first or milk teeth, veneers, implants, dental fillings or partial or full dentures.

**War** means:

any armed conflict between nations including forces acting for international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

**Work Experience** means:

a set period of time in which a **Work Experience Student** works voluntarily without receiving any **Salary** or payment (except for a nominal monetary amount) for **You** in order to gain experience in a particular industry or profession.

**Work Experience Student** means:

a secondary or tertiary student undertaking authorised **Work Experience** with **You** or on **Your** behalf.

**Voluntary Work** means:

unpaid work in connection with the **Business** undertaken by a **Voluntary Worker** on behalf of and with **Your** permission for the purposes of providing services without receiving any **Salary** or **Payment**.

**Voluntary Worker** means:

an **Insured Person** who is undertaking authorised **Voluntary Work** on behalf of **You** and with **Your** permission.

# General Claims Conditions

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## Assignment

**We** will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this **Policy**.

## Claims Notification

**You** or the **Insured Person** must provide notification to **Our** claims administrator Corporate Services Network within 30 days or as soon as practicable after the occurring of any **Accident, Incident**, event or circumstance which may give rise to a loss which is covered or may be covered under this **Policy** except as provided herein.

Failure to provide **Us** with notice within the timeframes provided in this **Policy** will not invalidate the claim but **We** may reduce **Our** liability under this **Policy** to the extent that **We** have been prejudiced due to such failure. It may also result in the **Insured Person** not receiving the full amount claimed if the amount claimed is increased as a result of the delay, in accordance with **Our** rights at law, including under the Insurance Contracts Act 1984 (Cth).

## Claims Assistance

If **You** or the **Insured Person** need to submit a new claim, or want to know the status of an existing claim, please contact **Our** claims administrator Corporate Services Network on 02 8256 1770 or at [claims@csnet.com.au](mailto:claims@csnet.com.au)

## Duplicate Cover

If a loss is covered under more than 1 section or benefit of this **Policy** or any other Accident & Health Policy issued by **Us** in **Your** name, **We** will provide the cover under the section and for the benefit that provides the most cover but never under more than 1 **Policy**, section or benefit. Under no circumstances shall **We** make duplicate payments for the same loss.

## Evidence Required

**You** or the **Insured Person** must produce for **Us** at the expense of **You** or the **Insured Person** all the detailed particulars and evidence relating to the cause and amount of the loss, damage or expenses. In the event of a claim in connection with an **Insured Person's** earnings the **Insured Person** must also provide substantiation supporting their declared **Salary**.

If **We** consider it necessary acting reasonably, each **Insured Person** must give **Us** permission to obtain any medical reports or other records from any **Doctor** who has treated the **Insured Person** otherwise **We** may not be able to consider the claim.

**We** may in connection with any claim request that the **Insured Person** be medically examined, undertake a **Rehabilitation Plan**, or in the event of **Accidental Death** a post mortem be carried out. If requested, **We** will pay the cost of the examination and/or assessment and for any medical reports and records including the reasonable costs of any person required to travel with the **Insured Person** provided these expenses are agreed by **Us** in advance.

**We** may also contact third parties who have or who were to provide services to **You** or the **Insured Person** to verify the information provided to support the claim.

If **We** do not receive the information **We** need **We** may reject the claim or withhold payment until the information **We** require has been received.

### **Interest**

Interest will not be added to any amount paid or payable to **You** or the **Insured Person** under this **Policy**.

### **Other Insurances**

If at the time of the claim there is another insurance policy where **You** or the **Insured Person** are a contracting party to the insurance and which covers **You** or the **Insured Person** for the same expense or loss, **You** and/or the **Insured Person** must advise **Us** at the time of claim. Subject to the provisions of the Insurance Contracts Act 1984, **We** reserve the right to seek contribution from such other insurer(s).

### **Other Interests**

**Your** receipt shall discharge **Our** liability to pay any amount in respect of a claim. The **Insured Person** or the **Insured Person's** personal representatives shall have no right to claim from or sue **Us**. If the **Insured** comprises more than one party having an interest in the **Insured Person** insured the settlement made by **Us** shall represent the total amount payable in respect of that **Insured Person** or property for all interests covered by this **Policy**.

### **Payment of Benefits**

Other than as provided under the Assignment condition, **We** will pay all benefits to **You** or the **Insured Person** upon **Your** request.

Where **You** direct **Us** to pay an **Insured Person**, the receipt of such benefit or payment by such **Insured Person** shall be deemed sufficient discharge of **Our** liability to pay benefits under this **Policy**.

### **Reasonable Care**

**You** and each **Insured Person** must take all reasonable measures to avoid or minimise any **Bodily Injury** or **Accident** or expense. Where applicable, the **Insured Person** must also make reasonable efforts to adhere to the recommendations detailed in their **Rehabilitation Plan**.

### **Subrogation**

In the event that a third party is held liable for all or part of any claim paid under this **Policy** **We** may exercise **Our** legal right to pursue the third party to recover **Our** outlay. **You** or an **Insured Person** will upon **Our** request agree to and permit **Us** to any action as may be necessarily required for the purpose of exercising this right, and a claimant must do all that is reasonably necessary to enable **Us** in the exercise of such rights. A claimant shall not take action after any loss which will prejudice **Our** rights to subrogation. **We** will pay the costs and expenses involved in exercising its rights against the third party.

### **Third Party Contract Rights**

Only **We** or the **Insured** may enforce the terms of this **Policy**. An **Insured Person's** access to this **Policy** is solely by reason of the statutory operation of Section 48 of the Insurance Contracts Act 1984 (Cth), and they are not a contracting party and do not enter into any agreement with **Us**.

# General Policy Conditions

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## Accessibility

Upon request **We** can provide Braille, audio or large print versions of this **Policy** and the associated documentation including the Product Disclosure Statement. If **You** require an alternative format **You** should contact **Your** insurance broker.

## Aggregate Limit of Liability

Except as detailed below, **Our** total liability for all claims shall not exceed the amount shown in the **Policy Schedule** against **Aggregate Limit of Liability** (A), during any one **Period of Insurance**.

**Our** total liability for all claims relating to air travel in a **Non-Scheduled Conveyance** shall not exceed the amount shown in the **Policy Schedule** against **Aggregate Limit of Liability** (B), during any one **Period of Insurance**.

## Acquisition Clause

If during the **Period of Insurance** the **Insured** acquires or creates any new office, branch, subsidiary or **Associated Entity**, **We** either directly or through one of **Our** subsidiaries shall automatically provide cover from such date of acquisition or creation at no additional charge (provided the number of **Insured Persons** does not increase by more than 5% of the estimate provided by **You** at inception or renewal) for no additional charge.

Otherwise **We** agree to provide cover from the date of creation or acquisition for a period of 30 days during which time **You** shall provide any additional information and pay any additional **Premium** as may be reasonably required by **Us**.

Such cover shall be provided that **We** are permitted to do so under the laws of the country in which the branch, office, subsidiary, or **Associated Entity** is registered.

## Breach of Condition

If **You** or any **Insured Person** is in breach of any conditions of this **Policy**, **We** may to the extent permissible by law decline to pay a claim, or reduce the amount payable.

## Change of Business Activities

**You** must tell **Us** as soon as practicable if there is a change in any circumstances or if any changes or alternations occur or will occur which may increase the risk of **Bodily Injury**, loss, damage, **Accident**, liability or expense under this **Policy**. If **We** agree to accept the change, **We** will do so in writing, and **You** must pay **Us** any additional **Premium** **We** may reasonably require. In the event **You** do not accept the amount of any additional premium, **You** may cancel the **Policy** in accordance with the Cancellation section of this **Policy**.

## Foreign Currency

All amounts shown are in Australian Dollars unless otherwise stated or amended via **Endorsement**. Any claims involving foreign currency will be converted into the appropriate currency at the selling rate of exchange published on [www.oanda.com](http://www.oanda.com) on the day nearest to the date of the loss or as otherwise paid via documented credit or debit card transaction or as agreed in advance in writing with **Us**.

### **Governing Law and Jurisdiction**

Unless specifically agreed to the country this contract of insurance shall be governed by is the laws of The Commonwealth of Australia. Any dispute arising under the **Policy** shall be governed by the laws applicable in the state or territory within which this **Policy** was issued. Each party agrees to submit to the exclusive jurisdiction of any court with competent jurisdiction within such state and shall comply with all requirements necessary to give such court jurisdiction.

The language of this contract of insurance and all communications relating to it will be in English.

## General Policy Exclusions

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**We** will not pay under any section and/or provide any cover under this **Policy** for any claim with respect to any **Bodily Injury**, loss, damage, **Accident**, liability or expense which has been caused by, contributed to by, arises from or is attributable in any way to:

- (a) any deliberate, criminal or illegal act committed by **You**, an **Insured Person** or anyone acting on their behalf.
- (b) the suicide, attempted suicide, intentionally self-inflicted injury or reckless misconduct of an **Insured Person**.
- (c) the **Insured Person** having a blood alcohol content over the prescribed legal limit whilst in control of a vehicle, or being under the influence of nonprescription drugs, including abuse of prescription drugs unless it was prescribed by a **Doctor** and taken in accordance with their advice.
- (d) an **Insured Person's** participation in flying in any aircraft or aerial device in any capacity other than as a passenger of an aircraft licensed to carry passengers.
- (e) services which are covered by or which would result in **Us** contravening any legislation relating to:
  - (i) Medicare or Private Health Insurance;
  - (ii) Workers Compensation;
  - (iii) Transport Accident Compensation;
  - (iv) Any other government sponsored fund, plan, or medical benefit scheme; and/or
  - (v) Any other insurance Policy required to be effected by or under law.
- (f) professional or medical services rendered in Australia which would result in **Us** contravening the National Health Act 1953 (Cth) The Private Health Insurance Act 2007 (Cth), Private Health Insurance Rules (made under the Private Health Insurance Act 2007 (Cth)) as updated from time to time, or any amendment to, consolidation or re-enactment of those Acts.
- (g) professional or medical services rendered in any jurisdiction where **We** are prohibited by law from paying those expenses.
- (h) **War** in the **Insured Person's Permanent Country of Residence**.
- (i) an **Insured Person** not obtaining or following proper medical advice from a **Doctor** as soon as practicable after first becoming aware of the **Bodily Injury**.
- (j) more than one **Temporary Total Disablement** or **Temporary Partial Disablement** that occur at the same period of time.
- (k) any **Temporary Total Disablement** or **Temporary Partial Disablement** which is wholly attributed to childbirth or pregnancy except for non-pregnancy related medical emergencies and complications or emergencies arising therefrom.
- (l) a **Pre-existing Condition**; and/or
- (m) any **Gradually Operating Cause**.
- (n) any stress or psychiatric condition, including but not limited to anxiety, depression, mental or emotional stress, mental disease or psychosis or any associated disorders.
- (o) any **Sickness**.
- (p) any activities involving parent against child competition.

- (q) any expenses or costs incurred which are associated with the prevention of **Bodily Injury**.
- (r) any sanctions. **We** shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.
- (s) coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARSCoV-2), or any mutation or variation thereof.

This exclusion also applies to any claims, losses or expense caused by or arising from:

- (i) any fear or threat (whether actual or perceived) of; or
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of:

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

- (t) the use of, or inability to use, any application, software or programme in connection with any electronic device (for example a computer, laptop, smartphone, tablet or internet-capable electronic device) whether this is caused deliberately or accidentally.

# Section 1 – Personal Accident

Please check the **Policy Schedule** to determine if cover under this section or any of the benefits discussed in this **Policy** are applicable.

## The Cover

### Personal Accident

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** and during the **Scope of Cover** an **Insured Person** sustains **Bodily Injury** following an **Accident** which within 12 months is the sole and independent cause of **Accidental Death** or disablement **We** will pay the corresponding benefit shown in the Table of Events below under Parts A, B, C, D, E and F subject to the **Sum Insured**, benefit period and **Aggregate Limit of Liability** (and inner limits where applicable) as detailed in the **Policy Schedule**.

## Table of Events

### Part A - Accidental Death and Disablement

Cover under these **Events** are only applicable if an amount is shown on the **Schedule** against Section 1, Part A – Accidental Death and Disablement

The Events	Benefit Amount The amounts shown below are expressed as a percentage of Maximum <b>Sum Insured</b> (per <b>Insured Person</b> ) shown in the <b>Policy Schedule</b> against Part A – <b>Accidental Death</b> and Disablement
<b>Part A – Accidental Death and Disablement</b>	
1. <b>Accidental Death</b>	100%
2. <b>Permanent Total Disablement</b>	100%
3. <b>Permanent Paralysis</b>	100%
4. <b>Permanent Loss of Eye</b>	100%
5. <b>Permanent Loss of Speech</b>	100%
6. <b>Permanent Loss of Limb(s)</b>	100%
7. <b>Permanent</b> and incurable insanity	100%
8. <b>Loss of Hearing</b>	
I. In both ears	100%
II. In one ear	30%
9. <b>Permanent</b> loss of the lens	

I.	In both eyes	100%
II.	In 1 eye	60%
10.	<b>Permanent</b> loss of use of 4 fingers and thumb of either <b>Hand</b>	80%
11.	<b>Permanent</b> loss of use of 4 fingers of either <b>Hand</b>	50%
12.	<b>Permanent</b> loss of use of a thumb of either <b>Hand</b>	
I.	both joints	40%
II.	1 joint	20%
13.	<b>Permanent Partial Disablement Permanent</b> and total loss of or loss of use of	
I.	toes of either <b>Foot</b> :	
(a)	All toes – on 1 <b>Foot</b>	15%
(b)	1 big toe	5%
(c)	Any other toe, each toe	1%
II.	fingers of either <b>Hand</b>	
(a)	3 joints	15%
(b)	2 joints	10%
(c)	1 joint	5%
III.	shoulder or elbow	25%
IV.	wrist, hip, knee or ankle	22%
V.	The lower jaw following surgical removal	30%
VI.	The back or spine (vertebral column) with no injury to the spinal cord	35%
14.	Full Thickness Burns	
I.	Covering more than 25% of the body surface area	50%
II.	Covering between 18 – 24% of the body surface area	25%

III. Covering between 9-17% of the body surface area	1%
15. Shortening of leg by at least 5 centimetres	7.5%
16. <b>Permanent Total Disablement</b> not otherwise provided for under <b>Event(s)</b> 1 to 12 inclusive	<p>Such percentage of the lump sum benefit Insured which is consistent with the percentage reduction in the whole bodily function as certified by no fewer than 3 <b>Doctors</b>, one of whom will be the <b>Insured Person's</b> treating <b>Doctor</b> and the remaining two will be chosen by <b>Us</b>.</p> <p>In the event of disagreement, the amount payable will be the higher of the 2 <b>Doctors</b> chosen by <b>Us</b>, or at <b>Our</b> absolute discretion an average of the 3 opinions.</p> <p>The maximum amount payable under <b>Event</b> 16 shall be 75% of the amount shown in the <b>Policy Schedule</b> under Part A – <b>Accidental Death</b> and Disablement.</p>

### Additional benefits under Part A

#### Disappearance

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** disappears in any manner whatsoever during their **Scope of Cover** and the **Insured Person's** body has not been found within 12 months after the date of that disappearance and it is reasonable to believe that **Accidental Death** has occurred as a result of **Bodily Injury** following an **Accident** the **Sum Insured** for Part A – Accidental Death and Disablement - **Event** 1 shall become payable subject to a signed undertaking by **You** that if the belief is subsequently found to be wrong such amount shall be refunded in full to **Us**.

#### Exposure

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy**, the **Insured Person** suffers **Accidental Death** or Disablement during the **Scope of Cover** as a result of exposure to the elements, **We** will consider that as having been caused by **Bodily Injury** following an **Accident**.

**Part B – Weekly Injury Benefits**

Cover under this **Event** is only applicable if an amount is shown on the **Schedule** against Section 1, Part B – Weekly Injury Benefits

<p style="text-align: center;"><b>The Events</b></p>	<p style="text-align: center;"><b>Benefit Amount</b></p> <p style="text-align: center;">The amounts shown are expressed as a percentage of Maximum <b>Sum Insured</b> (per <b>Insured Person</b>) shown in the <b>Policy Schedule</b> against Part B – Weekly Injury Benefits</p>
<p><b>Part B – Weekly Injury Benefits</b></p>	
<p><b>17. Temporary Total Disablement</b></p>	<p>Where an <b>Insured Person</b> earns a <b>Salary</b> and suffers a <b>Temporary Total Disablement</b> as a result of a <b>Bodily Injury</b>, and whilst the <b>Temporary Total Disablement</b> persists, <b>We</b> will, from the date of <b>Temporary Total Disablement</b> and after the <b>Excess Period</b>, pay the percentage shown against <u>Section 1, Part B - Weekly Injury Benefits</u> of the <b>Insured Person’s Salary</b>, subject to the <b>Sum Insured</b> and benefit period shown in the <b>Policy Schedule</b>.</p> <p>Should the <b>Insured Person</b> be declared fit to return to work in a partial capacity by a <b>Doctor</b>, yet does not do so because of their own decision, then the benefit payable from the date of such declaration shall be limited to a maximum of 25% of the <b>Insured Person’s Salary</b>.</p>
<p><b>18. Temporary Partial Disablement</b></p>	<p>Where an <b>Insured Person</b> earns a <b>Salary</b> and suffers a <b>Temporary Partial Disablement</b> as a result of a <b>Bodily Injury</b>, and whilst the <b>Temporary Partial Disablement</b> persists, <b>We</b> will, from the date of <b>Temporary Partial Disablement</b> and after the <b>Excess Period</b>, for the benefit period pay the percentage shown against <u>Section 1 - Part B - Weekly Injury Benefit</u> of the <b>Insured Person’s Salary</b>, less any amount of current earnings as a result of working in a reduced capacity provided the combined amount does not exceed the <b>Insured Person’s Salary</b> or the amount shown in the <b>Policy Schedule</b> against <u>Part B - Weekly Injury Benefits</u>.</p> <p>Should the <b>Insured Person</b> be declared fit to return to work in a partial capacity by a <b>Doctor</b>, yet does not do so because of their own decision, then the benefit payable from the date of such declaration shall be limited to a maximum of 25% of the <b>Insured Person’s Salary</b>.</p>

### Part C – Non-Medicare Medical Expenses

Cover under this **Event** is only applicable if an amount is shown on the **Schedule** against Section 1, Part C – Non-Medicare Medical Expenses

The Events	Benefit Amount
<b>Part C – Non-Medicare Medical Expenses</b>	
19. Non-Medicare Medical Expenses	If during the <b>Period of Insurance</b> and whilst the person is an <b>Insured Person</b> under this <b>Policy</b> the <b>Insured Person</b> sustains a <b>Bodily Injury</b> during their <b>Scope of Cover We</b> will reimburse the <b>Insured Person</b> for the <b>Non-Medicare Medical Expenses</b> necessarily incurred up to the percentage and <b>Sum Insured</b> shown in the <b>Policy Schedule</b> against <u>Part C – Non-Medicare Medical Expenses</u> .

### Part D – Bodily Injury Resulting in Surgery Outside of Australia and Permanent Country of Residence

Cover under these **Events** are only applicable if an amount is shown on the **Schedule** against Section 1, Part D – Bodily Injury Resulting in Surgery outside Australia and Permanent Country of Residence

The Events	Benefit Amount
<b>Part D – Bodily Injury Resulting in Surgery Outside of Australia and Permanent Country of Residence</b>	
Cover under these <b>Events</b> are only applicable if: <ol style="list-style-type: none"> <li>1. An amount is shown on the <b>Schedule</b> against <u>Section 1, Part D - Bodily Injury resulting in Surgery</u>; and</li> <li>2. The surgery is undertaken outside of Australia and the <b>Insured Person’s Permanent Country of Residence</b>; and</li> <li>3. The surgery is recommended as necessary by the treating <b>Doctor</b> of the <b>Insured Person</b></li> </ol>	
20. Craniotomy	100%
21. Amputation of a limb	100%
22. Open reduction of a limb fracture	50%
23. Splenectomy or nephrectomy	50%
24. Dislocation of a joint requiring open reduction	25%
25. Any other surgical procedure carried out under a general anaesthetic	5%

**Part E – Fractured Bones**

Cover under these **Events** are only applicable if an amount is shown on the **Schedule** against Section 1, Part E – Fractured Bones

The Events	Benefit Amount
<b>Part E – Fractured Bones</b>	
26. <b>Complete Fracture</b> of the neck, skull or spine	100%
27. <b>Complete Fracture</b> of the jaw, pelvis, leg, ankle or knee.	50%
28. <b>Complete Fracture</b> of the cheekbone or shoulder or <b>Hairline Fracture</b> of the neck, skull or spine.	30%
29. <b>Complete Fracture</b> of the arm, elbow, wrist or ribs.	25%
30. <b>Hairline Fracture</b> of the jaw, pelvis, leg, ankle or knee.	20%
31. <b>Hairline Fracture</b> of the collarbone, arm, elbow, wrist or ribs.	10%
32. <b>Complete Fracture</b> or <b>Hairline Fracture</b> of any finger, thumb, <b>Foot</b> or toe.	7.5%

**Part F – Bodily Injury Resulting in Loss of or Damage to Teeth**

Cover under these **Events** are only applicable if an amount is shown on the **Schedule** against Section 1, Part F – Bodily Injury Resulting in Loss of or Damage to Teeth

The Events	Benefit Amount
<b>Part F – Bodily Injury Resulting in Loss of or Damage to Teeth</b>	
33. Loss of <b>Teeth</b> , per <b>Tooth</b>	\$250
34. Broken, chipped or cracked <b>Teeth</b> , per <b>Tooth</b>	\$125

## Section 2 – Protect & Assist Additional Benefits

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Benefits under this section are only applicable if an amount is shown on the **Schedule** against Section 2, Protect & Assist Additional Benefits.

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** sustains a **Bodily Injury** following an **Accident** during their **Scope of Cover** which within 12 months is the sole and independent cause of **Accidental Death, Permanent Total Disablement, Permanent Partial Disablement, or Temporary Total Disablement** resulting in a valid claim being paid under Section 1 – Personal Accident of this **Policy**, **We** will at **Your** request pay for or reimburse **You** or the **Insured Person** for the additional benefits outlined below.

Additional benefits payable shall be limited to those appropriate to the disablement suffered and where offered as a reimbursement of costs, such costs must have been incurred within 12 months of the date the **Bodily Injury** from an **Accident** is sustained.

All benefits payable will be up to but not exceeding the **Sum Insured** in respect of any one **Insured Person** as detailed in the **Policy Schedule** subject to the **Aggregate Limit of Liability** (and **Limit of Liability** where applicable).

### Part A – Protect Benefits

#### Accidental HIV Infection Benefit

If during the **Period of Insurance** whilst the person is an **Insured Person** under this **Policy** and during their **Scope of Cover**, an **Insured Person** is infected with the Human Immunodeficiency Virus (HIV) or any variation thereof or develops Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) as a direct consequence of receiving medical treatment for a **Bodily Injury**, **We** will pay the **Insured Person** the amount shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Accidental HIV Benefit.

#### Bed Care Benefit

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** sustains a **Bodily Injury** during their **Scope of Cover** and becomes confined to a bed outside of Australia and their **Permanent Country of Residence** which is confirmed in writing by a **Doctor** as being as a direct result of the **Bodily Injury** **We** will pay the **Insured Person** up to the amount stated in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits – Bed Care Benefit for each completed 24 hour period that the **Insured Person** remains a bed care patient for a maximum number of days as stated in the **Policy Schedule** under Part A – Bed Care Benefit.

#### Coma Benefit

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** sustains a **Bodily Injury** following an **Accident** during their **Scope of Cover** which directly causes or results in the **Insured Person** being in a state of continuous unconsciousness and the **Insured Person's** legal representative provides **Us** with a **Doctor's** written confirmation that verifies that the direct causes of the continuous unconsciousness was the **Bodily Injury**, **We** will pay the **Insured Person** the amount stated in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits – Coma Benefit.

#### Corporate Reputation Protection

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy**, the **Insured Person** sustains **Bodily Injury** following an **Accident** during their **Scope of Cover** and in **Our** opinion this is likely to result in a valid claim with respect to Section 1, Part A - Accidental Death and Disablement for either:

- I. **Event 1 – Accidental Death**; or
- II. **Event 2 – Permanent Total Disablement**; or

### III. Event 3 – Permanent Paralysis

**We** will reimburse **You** for reasonable expenses (other than costs incurred for services rendered by any internal department or subsidiary of **Yours**) necessarily incurred for the engagement of a public relations media or similar consultant to help manage a **Public Relations Crisis** and safeguard **Your** reputation subject to such costs being incurred within 15 days of the date the **Bodily Injury** following an **Accident** is sustained. The maximum amount payable per **Incident** and **Limit of Liability** payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Corporate Reputation Protection.

#### Guaranteed Payment

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy**, the **Insured Person** sustains a **Bodily Injury** during their **Scope of Cover** for which benefits are payable under **Event 17**, **We** will upon provision of medical evidence from a **Doctor** which certifies that the period of **Temporary Total Disablement** will be a minimum of 26 continuous weeks' pay an amount equal to 12 weeks of the applicable benefit.

#### Premature Birth / Miscarriage Benefit

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** suffers a **Bodily Injury** as a result of an **Accident** during their **Scope of Cover** which results in premature childbirth (prior to 26 weeks gestation) or miscarriage, **We** will pay the **Insured Person** a lump sum benefit as shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Premature Birth / Miscarriage Benefit.

#### Personal Vehicle Excess Benefit

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** is undertaking **Voluntary Work** on behalf of and with the permission of the **Insured** and suffers a liability or loss arising from:

- I. the theft of their **Personal Motor Vehicle** whilst undertaking such **Voluntary Work**; or
- II. damage to their **Personal Motor Vehicle** whilst undertaking **Direct Travel** to and from such **Voluntary Work**.

**We** will reimburse the **Voluntary Worker** for:

- I. the prescribed excess under the **Insured Persons** comprehensive motor vehicle policy of insurance relative to the loss or damage to the **Insured Persons Personal Motor Vehicle**; or
- II. the actual costs paid for the repair to the **Insured Persons Personal Motor Vehicle** should they be less than the prescribed excess under the **Insured Persons** comprehensive motor policy of insurance.

provided that:

- I. these liabilities or losses are not recoverable from any other source; and
- II. the damage to the **Insured Persons Personal Motor Vehicle** did not occur during use on any road which is not a public road (sealed or unsealed) private or company premise, or body corporate thoroughfare; and
- III. the operation of the **Insured Persons Personal Motor Vehicle** is not in violation of the terms of the applicable comprehensive motor vehicle insurance policy relevant to the vehicle.

## Post-Traumatic Stress Disorder Benefit

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** directly witnesses an **Accidental Death** or the **Paralysis** of an **Insured Person** during their **Scope of Cover** and without sustaining **Bodily Injury** suffers Post-Traumatic Stress Disorder as diagnosed by a **Mental Health Practitioner** within 6 months of the **Incident**, **We** will reimburse the **Insured Person** for reasonable expenses necessarily incurred for the treatment of Post-Traumatic Stress Disorder up to the amount shown against Section 2, Protect & Assist Additional Benefits - Post-Traumatic Stress Disorder Benefit

## Part B – Assist Benefits

### Chauffer Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** sustains a **Bodily Injury** during their **Scope of Cover** for which a benefit is payable under **Event 17** **We** will reimburse the **Insured Person** for reasonable expenses necessarily incurred to convey the **Insured Person** to and from their normal place of residence and their normal place of business when the **Insured Person** is certified by a **Doctor** as being medically fit to return to work but unable to drive or travel on public transport. The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Chauffer Expenses.

### Childcare Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** sustains a **Bodily Injury** during their **Scope of Cover** for which a benefit is paid under **Event(s) 2 to 9**, **We** will reimburse the **Insured Person** for reasonable expenses necessarily incurred for the services of a registered childcare provider but only in respect of additional costs that would not otherwise have been incurred. The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under– Section 2, Protect & Assist Additional Benefits – Childcare Expenses.

### Dependents Benefit

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** suffers an **Accidental Death** during their **Scope of Cover** and is survived by **Dependent Child(ren)** **We** will pay the **Insured Person's** estate an additional lump sum payment benefit for each surviving **Dependent Child** subject to a maximum benefit with respect to any 1 family as shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Dependents Benefit.

### Domestic Assistance Expenses

In the event that an **Insured Person** who is not in receipt of a **Salary** suffers a **Bodily Injury** as a result of an **Accident** and is unable to carry-out the **Domestic Duties** they were primarily responsible for prior to the **Accident**, **We** will reimburse the **Insured Person** for reasonable expenses necessarily incurred to employ the services of domestic help or other similar service provider necessitated as a direct result of the **Insured Person's** Disablement. The maximum amount payable per week and the maximum number weeks payable is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Domestic Assistance Expenses.

### Executor Advance Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** suffers an **Accidental Death** and in **Our** opinion **We** believe that a benefit will be paid under Section 1, Part A - Accidental Death and Disablement, Event 1, **We** will upon the request of the executor of the estate and whilst the administration is being arranged advance to the **Insured Person's** estate an amount for reasonable expenses necessarily incurred as a direct result of the **Insured Person's Accidental Death**.

The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Executor Expenses. Any amount paid under this benefit will be deducted from any amount payable under Section 1, Part A – Accidental Death and Disablement, Event 1 of this **Policy**.

### Funeral Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** suffers an **Accidental Death** during their **Scope of Cover**, **We** will reimburse the **Insured Persons** estate up to the amount stated in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits – Funeral Expenses for:

- I. The **Insured Persons** funeral burial or cremation; or
- II. The costs of returning the **Insured Persons** body or ashes to a place nominated by the **Insured Persons Spouse** or legal representative.

### Home, Vehicle or Workplace Adaptation

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** suffers a **Bodily Injury** as a result of an **Accident** during their **Scope of Cover** for which benefits are payable under **Events, 2 or 3**, **We** shall reimburse the **Insured Person** for reasonable expenses necessarily incurred to make alterations to the **Insured Person's** home, car or usual place of work as a direct result of the **Insured Person's** Disablement. The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Home, Vehicle and Workplace Adaptation.

### Hospitalisation Inpatient Visiting Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** sustains a **Bodily Injury** during their **Scope of Cover** and is admitted as an **Inpatient** of a hospital, which is more than 100 kilometers away from the **Insured Person's** normal residence, **We** will reimburse the **Insured Person** all reasonable expenses necessarily incurred by the **Insured Person's Spouse** and **Dependent Children** in respect of travel and accommodation expenses in visiting the **Insured Person** in hospital for the period spent as an **Inpatient**. The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Hospital Inpatient Visiting Expenses.

### Independent Financial Advice

Following the **Payment** of a Benefit under Part A - Accidental Death and Disablement, Events 1-9 **We** will reimburse **the Insured Person, or their estate** in the event of **Accidental Death**, for reasonable expenses necessarily incurred for fees charged by an independent financial advisor authorised and regulated by the Australian Securities and Investment Commission or equivalent regulatory body in the **Insured Person's Permanent Country of Residence** to provide the **Insured Person** or their **Spouse** or estate with professional financial advice. The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** Section 2, Protect & Assist Additional Benefits - Independent Financial Advice.

### Out of Pocket Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** sustains a **Bodily Injury** during their **Scope of Cover** which directly results in otherwise unforeseeable expenses for clothing, **Medical Aids** and local transportation for the purpose of seeking medical treatment **We** will reimburse the **Insured Person** the reasonable expenses necessarily incurred up to the amount stated in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits – Out of Pocket Expenses.

### Relocation Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** the **Insured Person** sustains a **Bodily Injury** as a result of an **Accident** during their **Scope of Cover** for which benefits are payable under **Events, 2 or 3** and which requires the **Insured Person** to relocate their primary residence **We** will reimburse **the Insured Person** reasonable expenses necessarily incurred for solicitors' and estate agents' fees and removal costs

necessitated as a direct and necessary result of having to relocate. This benefit is subject to there not being any claim paid under the Home Vehicle and Workplace Adaptation additional benefit. The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Relocation Expenses.

### Spouse Retraining Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy**, the **Insured Person** sustains a **Bodily Injury** as a result of an **Accident** during their **Scope of Cover** which results in **Accidental Death** or **Permanent Total Disablement**, **We** will reimburse the **Insured Person's Spouse** for reasonable expenses necessarily incurred for training or retraining the **Insured Person's Spouse** to:

- I. assist in obtaining gainful employment; or
- II. improve their employment prospects; or
- III. enable them to improve the quality of care they alone are able to provide to the **Insured Person**.

Provided always that:

- I. the **Spouse** is aged under 65 years at the commencement of the training; and
- II. the training is conducted by a recognised company with the appropriate certification and qualifications necessary to provide such training; and
- III. All such expenses are incurred within 24 months from the date the **Insured Person** suffers the **Bodily Injury** for which the claim depends.

The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Spouse Retraining Expenses.

### Student Tutorial Expenses

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy** an **Insured Person** who is a registered full time student who is not in receipt of a **Salary** sustains a **Bodily Injury** during their **Scope of Cover** and a **Doctor** certifies that the **Insured Person** is unable to attend classes as a result of the **Bodily Injury** **We** will reimburse the **Insured Persons** for reasonable expenses necessarily incurred for home tutorial services provided by a professional tutor who is not the **Insured Persons Close Relative** and is not permanently residing with the **Insured Person**. The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Student Tutorial Expenses.

### Unexpired Membership Benefit

If during the **Period of Insurance** and whilst the person is an **Insured Person** under this **Policy**, the **Insured Person** sustains a **Bodily Injury** as a result of an **Accident** during their **Scope of Cover** which results in a benefit being paid under:

- a) Section 1 – Personal Accident Part A - Events 2-16; or
- b) Section 1 Personal Accident Part A - Event 17 for which a **Doctor** certifies in writing will continue for a minimum period of 26 weeks;

And in either case, is certified by a **Doctor** as entirely preventing the **Insured Person** from continuing participation in any sport for which they have paid a membership, association, club fee, or registration fee **We** will reimburse the **Insured Person** a pro-rata refund of such fees paid for by the **Insured Person** for the current season or membership period. The maximum amount payable with respect to this benefit is shown in the **Policy Schedule** under Section 2, Protect & Assist Additional Benefits - Unexpired Membership.

## Additional Conditions Applicable To Sections 1 & 2 Of This Policy

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In addition to the General Claims Conditions (Page 21), General Policy Conditions (page 23) and General Policy Exclusions (Page 25) which are applicable to all sections of the Policy, the following additional conditions apply to Sections 1 & 2 of this **Policy**:

- I. where an amount is claimed in respect of the same **Insured Person** for more than one form of **Permanent Total Disablement** or **Permanent Partial Disablement** as the result of the same **Accident** the total of the percentages shall not exceed 100% of the amount for Section 1 Part A - Accidental Death and Disablement;
- II. if a claim is payable for loss of use of a whole **Member of the Body** then any further claims for parts of that **Member of the Body** cannot also be made;
- III. where an amount is claimed in respect of the same **Insured Person** for more than one **Event** under Section 1 Part D – Bodily Injury Resulting in Surgery as the result of the same **Accident** the total of the percentages shall not exceed 100% of the amount for Part D – Bodily Injury Resulting in Surgery;
- IV. where an amount is claimed in respect of the same **Insured Person** for more than 1 **Complete Fracture, or Hairline Fracture** as the result of the same **Accident** the total of the percentages shall not exceed 100% of the amount for Section 1 Part F - Fractured Bones;
- V. the maximum amount payable for any one **Bodily Injury** resulting in loss of or damage to **Tooth/Teeth** shall be the amount shown in the **Policy Schedule** against Section 1 Part G - Bodily Injury resulting in Loss of or Damage to Teeth;
- VI. if as a result of a **Bodily Injury** following an **Accident** an **Insured Person** is entitled to **Temporary Total Disablement** or **Temporary Partial Disablement** benefits and subsequently (as a result of the same **Bodily Injury** following the same **Accident**) the **Insured Person** becomes entitled to a benefit under **Events 2 to 9** in the Table of Events:
  - a) all benefits payable under Part B – Weekly Injury Benefit – Events 17 and 18 - Temporary Total Disablement and Temporary Partial Disablement shall cease from the date of such entitlement; and
  - b) any entitlement to a benefit amount under Part A – Accidental Death and Disablement – Events 2 to 9 in the Table of Events will be reduced by all benefits paid for under Part B – Weekly Injury Benefit – Events 17 and 18 - Temporary Total Disablement and Temporary Partial Disablement;
- VII. benefits payable in respect of **Temporary Total Disablement** and **Temporary Partial Disablement** shall cease upon:
  - a) the **Insured Person** ceases employment;
  - b) the **Insured Person** failing to take reasonable steps to attend any medical assessment and/or make every practical effort to adhere to the recommendations detailed in their **Rehabilitation Plan**;
  - c) the **Insured Person** retires, accepts early retirement or redundancy;
  - d) the death of the **Insured Person**;
  - e) the **Insured Person** returning to normal work or duties, or being cleared by a **Doctor** to return to normal work or duties whether such work is available or not.
- VIII. after payment of a benefit as a result of a **Bodily Injury** following an **Accident** under any of the **Events 2-9** in the Table of Events all cover with respect to that **Insured Person** under Section 1 - Personal Accident shall cease;
- IX. **We** will only pay for the **Bodily Injury** an **Insured Person** has suffered if it directly and wholly occurred as a result of an **Accident**. Any existing physical impairment or medical condition (including but not limited to a **Pre-existing Medical Condition**) an **Insured Person** has before the **Accident** will be taken into consideration

in calculating the amounts payable on the basis of the difference between their physical impairment or medical condition before and after the **Accident** as certified by a **Doctor**;

- X if as a result of a **Bodily Injury** benefits become payable for **Temporary Total Disablement** or **Temporary Partial Disablement** and during the **Period of Insurance**, the **Insured Person** suffers a reoccurrence of the **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 **Insured Person** has worked continuously for at least 6 consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new **Bodily Injury** and a new **Excess Period** will apply;
- XI. the amount of any benefit payable for **Temporary Total Disablement** and **Temporary Total Disablement** shall be reduced by any amount the **Insured Person** is entitled to under;
- a) Any periodic compensation under any Workers Compensation or accident compensation Scheme; and/or
  - b) Any disability insurance, sick leave payments received or any sick leave entitlements or other income replacement entitlement the **Insured Person** may hold;

So that the total amount of such benefit or entitlement together with any benefits payable under this Section do not exceed the percentage of **Salary** of the **Insured Person** as stated in the **Policy Schedule** against **Part B - Weekly Injury Benefits**. If the **Insured Person** surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or in part), the total amount of benefits under this **Policy** will reduce by the amount of payment to which the **Insured Person** would have been entitled or had the right to claim. Benefits or entitlements received from other sources after **Weekly Benefits** have been paid under this **Policy** must be refunded by the **Insured Person** to **Us**;

- XII. if the **Insured Person** is unemployed, **Permanent Total Disablement** shall be defined as disablement which is certified by a **Doctor** as preventing the **Insured Person** from engaging in any gainful employment for which the **Insured Person** is fitted by way of training, education or experience for the remainder of their life;
- XIII. where in relation to a benefit payable under **Events 2, 16, 17 or 18** in the Table of Events **We** disagree with the opinion given by the **Doctor**, **We** reserve the right to (at **Our** expense) have the **Insured Person** for whom the claim for benefits is based examined by a **Doctor** of **Our** choice. If the **Doctor** (authorised by **Us**) provides an opinion which is contrary to that of the initial **Doctor**, **We** will (at **Our** own expense) obtain the opinion of an independent **Doctor**, whose opinion will be the basis for determining the extent of **Permanent Total Disablement, Permanent Partial Disablement, Temporary Total Disablement** and **Temporary Partial Disablement**;
- XIV. the amount of any benefit payable for **Events 17 or 18** shall be payable monthly in arrears. Any benefit payable for a period less than a week shall be paid at a rate equal to 1/5th of the weekly benefit for each day during which disability continues. This condition shall not apply to cover provided under Guaranteed Payments referred to under Section 2 – Protect and Assist Additional Benefits;
- XV. if an **Insured Person** suffers a **Bodily Injury** as a result of an **Accident** **We** will not pay more than 100% of the **Sum Insured** in respect of any one **Insured Person** in connection with the same **Accident**;
- XVI. In respect to each **Insured Person** aged 75 years or over and under 80 years:
- a) any benefits payable under **Events 1, 3-16** in the Table of Events will be limited to 20% of the **Sum Insured** stated in the **Policy Schedule** against Section 1 Personal Accident, Part A – Accidental Death and Disablement unless otherwise agreed to by **Us** in writing; and
  - b) No benefit will be payable with respect to Section 1 Personal Accident - Part A – Event 2 - Permanent Total Disablement

This will not prejudice any entitlement to claim benefits which has arisen before the **Insured Person** has attained the age of 75;

XVII. In respect to each **Insured Person** aged 80 years or over:

- a) any benefits payable under **Events** 1, 3-16 in the Table of Events will be limited to 10% of the **Sum Insured** stated in the **Policy Schedule** against Section 1 Personal Accident Part A – Accidental Death and Disablement unless otherwise agreed to by **Us** in writing; and
- b) no benefit will be payable with respect to Section 1 Personal Accident - Part A – Event 2 - Permanent Total Disablement; and
- c) no benefits will be payable under Section 1 Personal Accident, Part B – Weekly Injury Benefits.)

This will not prejudice any entitlement to claim benefits which has arisen before the **Insured Person** has attained the age of 80;

XVIII. In respect to each **Insured Person** aged 17 years and under:

any benefit payable with respect to Section 1 Personal Accident, Part A – Accidental Death and Disablement - Event 1 – Accidental Death in the Table of Events will be limited to 20% of the **Sum Insured** stated in the **Policy Schedule**. This will not prejudice any entitlement to claim benefits which has arisen before the **Insured Person** has attained the age of 18.

XIX. if an **Insured Person** suffers a **Bodily Injury** as a result of an **Accident** and sustained whilst undertaking **Direct Travel** We will not pay more than 20% of the **Sum Insured** stated in the **Policy Schedule** under Section 1 Personal Accident, Part A – Accidental Death and Disablement – Events 1 to 16 in the Table of Events.

XX. where an amount is claimed in respect of the same **Insured Person** for more than 1 benefit under Section 2 – Protect & Assist Additional Benefits of this **Policy** as a result of the same **Accident** the maximum amount payable under this section shall be the amount shown in the **Policy Schedule** against the **Limit of Liability** for each **Insured Person** under Section 2.