



Group

Personal Accident & Sickness

Insurance

Transport Workers Union (TWU) Qld Branch

Product Disclosure Statement and Policy Wording

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Group Personal Accident and Sickness

PRODUCT DISCLOSURE STATEMENT (PDS)

Who is the insurer?

This insurance is underwritten by certain underwriters at Lloyd's. **You** can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the underwriters at Lloyd's is liable upon request to **us**.

About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress. Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world – building resilience for businesses and local communities and strengthening economic growth around the world.

General Insurance Code of Practice

This Insurance is not subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice.

Words with special meaning

For the purposes of **you** reading this PDS and **your policy**, some words have a special meaning for the terms **we** have used which are provided in the 'General definitions applying to the policy' section of the policy wording. Any word or expression to which a special meaning has been given in any part of this **policy** shall bear this meaning wherever it is shown in **bold**. Please note words in a singular can be plural and vice versa.

The purpose of this Product Disclosure Statement (PDS)

This Product Disclosure Statement (PDS) contains important information as required under the Corporations Act 2001 (Cth) and has been prepared to assist **you** to:

- decide whether the product will meet **your** needs; and
- compare this product with any other products **you** may be considering.

This PDS sets out significant benefits, limits, exclusions and risks of the **policy**. It is designed to help **you** decide if the insurance is right for **you**. Any advice is general and does not take into account **your** needs and circumstances. For full details of the benefits, limitations, exclusions and terms and conditions **you** should read the policy wording carefully before deciding whether to purchase the insurance.

Updating this PDS

This PDS was prepared on 23 June 2023.

We may need to update the information contained in this PDS when necessary. Should this PDS need to be updated, **we** will provide **you** with a new or supplementary PDS outlining these changes, except in limited circumstance where the information is not something that would be materially adverse from the point of view of a reasonable person deciding whether to acquire this insurance.

General advice

Any general advice contained within this PDS, policy wording or accompanying documents does not take into account **your** objectives, financial situation or needs. **You** should consider whether any general advice is suitable for **you** and **your** circumstances. Before **you** make any decision about whether to acquire this 'Group Personal Accident and Sickness Insurance', **you** should read the Product Disclosure Statement (PDS) and/or **policy** wording before making **your** decision.

Summary of the group personal accident and sickness benefits

Refer to the **policy wording** for full details of benefits, terms, conditions and exclusions.

Weekly benefits

Injury cover – if an **insured person** suffers a defined **injury** (which must occur during the **period of insurance**) and this solely results in an **insured person** becoming **totally disabled** within twelve (12) consecutive calendar months of the **injury**, **we** will pay the **insured person** (or such other persons **we** specify in **your policy**) the applicable weekly benefit payable for the relevant disablement.

In order to be entitled to a weekly benefit for **partial disablement** the **insured person** must have first received a weekly benefit for **total disablement** under **your policy**. A benefit is also payable for any **partial disablement** that occurs after the **insured person** has been **totally disabled**.

Sickness cover – if an **insured person** suffers a defined **sickness** (which must first occur or manifest itself during the **period of insurance**) and this results in the **insured person** being **totally disabled** within twelve (12) consecutive calendar months of the occurrence or manifestation of the **sickness**, **we** will pay the **insured person** (or such other person **we** specify in **your policy**) the applicable weekly benefit. A benefit is also payable for any **partial disablement** that occurs after the **insured person** has been **totally disabled**. A benefit is also payable for any **partial disablement** that occurs after the **insured person** has been **totally disabled**.

Capital benefits

If an **insured person** suffers a defined **injury** (which must occur during the **period of insurance**) and it solely results in one of the capital conditions listed in the Capital Conditions Table and that capital condition occurs within twelve (12) consecutive calendar months of the **injury**, **we** will pay **the Insured person** (or such other person **we** specify in the **policy**) the applicable benefit listed for the relevant condition.

Additional benefits

Additional benefits are also provided if an **insured person** suffers an **injury** or **sickness** for which **we** pay a weekly benefit, such as:

- Disappearance;
- Exposure;
- Rehabilitation; and
- Modification benefits.

We only cover the events specified as covered in **your certificate of insurance** up to the amount(s), limits and sum(s) insured and for the period of time specified in **your policy** and subject to its other terms (which includes conditions and exclusions).

Not everything is covered

As with most insurance policies some things are not covered under the terms of the **policy**, these are called "Exclusions" and are detailed under the Exclusions section of the **policy**. Please make sure **you** read this section and understand what is not covered.

Waiting period

A **waiting period** applies to the weekly benefit sections 2.1 and 2.2 under this insurance. The **waiting period** is the period (of consecutive days) stated in the **policy** during which no benefits are payable.

Eligibility criteria

To apply for cover, or to renew this insurance, the **insured person** must be:

- a legal resident physically residing in Australia;
- legally working in an eligible transport occupation as an employee working thirty (30) hours per week exclusively for the Transport Workers Union Qld;
- at least sixteen (16) years of age and less than sixty nine (69) years of age at the date of first entering into this insurance or on any renewal (as applicable) unless **we** agree otherwise;
- a financial member of Transport Workers Union (TWU) Qld; and
- making regular weekly payments via payroll deduction.

How to apply for group personal accident and sickness insurance

To apply for this insurance **you** need to complete an Application by contacting **your broker** who will assist **you** to complete the Application. **We** use and rely on the information supplied by **you** to decide whether to accept **your** application and, if so, the terms on which cover is provided.

If **we** accept **your** application, **we** will issue **you** with a **certificate of insurance** setting out the details of the cover provided, the limits that apply, the premium payable and other information, including whether any standard terms have been varied by way of endorsement.

We provide cover on the terms contained in this PDS, **your policy, certificate of insurance** and any other document that **we** tell **you** form's part of the terms of **your** cover. All of these documents make up **your "policy"**. These documents should be read together and kept in a safe place for future reference.

How to make a claim

You must notify **us** or **our** agents in writing within thirty (30) days of an event that is likely to give rise to a claim. If it is not possible to notify **us** or **our** agents within that time, **you** must notify **us** as soon as reasonably possible.

Once notified of a claim, **we** or **our** agents will provide **you** with claim forms. **You** must fully complete and return the claim forms to **us** or **our** agents together with such other information and documentation that **we** or **our** agents may require in order to consider the claim, including but not limited to health certificates, medical practitioners' reports, employer reports and related evidence of the claim.

Your duty of disclosure

Before **you** enter into a contract of insurance with an insurer, **you** have a duty under the Insurance Contracts Act 1984, to disclose to the insurer every matter that **you** know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

The same duty arises on renewal, extension, reinstatement or variation of the **policy**.

The disclosure required is especially important in matters relating to the physical risk, past claims, cancellation of insurance covers, the imposition of increased **premiums**, insolvency or criminal convictions. Disclosure is not limited to specific questions in a proposal form or matters applying to the **insured** named in the **policy**, but includes other relevant matters including past business or businesses or private insurances. If **you** breach the duty, even innocently, the insurer may be able to reduce its liability in respect of a claim or may cancel the contract.

If the non-disclosure is fraudulent the insurer may also have the option of avoiding the **policy** from inception.

What you must tell us

When answering **our** questions, **you** must be honest and **you** have a duty under law to tell **us** anything known to **you**, and which a reasonable person in the circumstances, would include in answer to the question. **We** will use the answers to decide whether to insure **you** and on what terms.

Who needs to tell us

It is important that **you** understand **you** are answering **our** questions in this way for yourself and anyone else whom **you** want to be covered by the insurance.

If you do not tell us

If **you** do not answer **our** questions in this way, **we** may reduce or refuse to pay a claim, or cancel **your** insurance.

If **you** answer the questions fraudulently, **we** may refuse to pay a claim and treat **your** insurance as if it never existed.

What to do if you have a complaint or dispute

If **you** have any concerns or wish to make a complaint in relation to this **policy**, **our** services or **your** insurance claim, please let **us** know and **we** will attempt to resolve **your** concerns in accordance with **our** Internal Dispute Resolution procedure. Please contact YourCover Pty Ltd in the first instance:

YourCover Pty Ltd
Level 22, 127 Creek Street
Brisbane QLD 4000
Australia
Telephone: (07) 3010 9746
Email: info@yourcover.com.au

We will acknowledge receipt of **your** complaint and do **our** utmost to resolve the complaint to **your** satisfaction within 10 business days.

If **we** cannot resolve **your** complaint to **your** satisfaction, **we** will escalate **your** matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited

Email: ldraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to **you** within 30 calendar days of the date on which **you** first made the complaint unless certain exceptions apply.

You may refer **your** complaint to the Australian Financial Complaints Authority (AFCA), if **your** complaint is not resolved to **your** satisfaction within 30 calendar days of the date on which **you** first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If **your** complaint is not eligible for consideration by AFCA, **you** may be referred to the Financial Ombudsman Service (UK) or **you** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **you**.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to:

YourCover Pty Ltd
Level 22, 127 Creek Street
Brisbane QLD 4000
Australia
Telephone: (07) 3010 9746
Email: info@yourcover.com.au

Privacy

When applying for this insurance **you** consent to sharing personal and sensitive information held for the purpose of providing third parties with information in regards to claims and/or placement.

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

YourCover Pty Ltd is committed to the protection of **your** privacy and is bound by the Australian Privacy Principles for the handling of information. YourCover's privacy policy can be found by accessing **our** website (www.yourcover.com.au) or by obtaining a copy from the manager at YourCover Pty Ltd, Level 22, 127 Creek Street, Brisbane QLD 4000 or on telephone number (07) 3010 9746.

Cooling-off period

We will refund all **premium** for benefits under the **policy** if **you** request cancellation of the insurance **policy** within 21 days of its commencement. To do this **you** must advise **us** in writing. **You** will not receive a refund if **you** have made a claim under the **policy** during the cooling-off period.

Costs

The **premium** payable by **you** will be shown in **your certificate of insurance**. The **premium** is calculated taking into consideration a number of risk factors including the occupations of the **employees**, ages of the **employees**, **waiting periods** chosen, **benefit(s)** and previous claims history.

Premiums are subject to Commonwealth and State taxes and/or charges where applicable. They can include GST, stamp duty, and any other charges.

Overdue premium

Your premium for this insurance must be paid within 30 days from the due date otherwise **you** may not be able to make a claim and **we** may cancel **your** insurance.

How to contact us

For any matters relating to **your** insurance, please contact:

YourCover Pty Ltd
Level 22, 127 Creek Street
Brisbane QLD 4000
Australia
Telephone: (07) 3010 9746
Email: info@yourcover.com.au

POLICY WORDING

I. Definitions

For the purpose of this **policy** and **certificate of insurance**, the following important definitions apply when used in this **policy wording**. Any word or expression to which a specific meaning has been given in any part of this **policy** shall bear this meaning wherever it is shown in bold. Please note words in a singular can be plural and vice versa.

accident or accidental	means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended by the insured person .
broker	means Arthur J Gallagher & Co (Aus) Limited, ABN 34 005 543 920 acting on your behalf (and not on behalf of YourCover Pty Ltd or the Insurer).
certificate of insurance	means the current certificate of insurance attaching to and forming part of the policy that we give to you , including any endorsements, which contains the details of the cover specific to you and the insured persons .
commencement date	means the date shown in the certificate of insurance .
injury	<p>means a bodily injury resulting solely and directly from an accident, where the injury and accident occur during the period of insurance. For the avoidance of doubt, the following would not be an injury:</p> <ul style="list-style-type: none">a) a sickness or a condition ordinarily described as being a sickness;b) a pre existing condition;c) the aggravation of a condition which existed before the start of the period during which cover is provided under the policy; ord) any degenerative or congenital condition or other condition which does not result solely and directly from an accident.
insured	means the person or entity named as such on the certificate of insurance as the insured .
insured person(s)	means such person or persons as described on the certificate of insurance , who are nominated by you for insurance under this policy and you have paid or agreed to pay the premium .
medical practitioner	means a legally qualified doctor (including a General Practitioner, Physician, or Specialist) currently registered to practice in Australia, who is not the insured person's spouse, member of their family or business associate and is acting within the scope of their registration and pursuant to the relevant laws.
mental health conditions	<p>means any psychological or psychiatric disorder(s) diagnosed by a medically or other appropriately qualified practitioner and which is included in the internationally-recognised classification system DSM-5 (the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition). Such a diagnosis shall imply severe and lasting impairment in personal performance as indicated by at least one of the following:</p> <ul style="list-style-type: none">a) a limitation in activities of daily living;b) social functioning;c) impairment in concentration, memory or other cognitive functioning leading to chronic task under-performance in terms of aptitude, learning new material, reliable accuracy, endurance or pace of work;d) deterioration or decomposition in work settings;e) episodic disorders of mood;f) disorders of form and control of thought.
paralysis	<p>means the total and permanent loss of the use of:</p> <ul style="list-style-type: none">a) both lower limbs (paraplegia); orb) both lower limbs and both upper limbs (quadriplegia) due to spinal cord injury.

Paraplegia	means permanent total paralysis of both legs.
partial disablement, partial disability, partially disabled	is where in the opinion of a medical practitioner the insured person has been continuously totally disabled as the result of an injury or sickness for which they have received a total disability benefit and immediately after that period of total disability the insured person is capable of returning to work in reduced or alternative light duties and/or reduced hours, but not on a full time basis and is under the regular care and attendance of and following the advice and treatment recommended by, a medical practitioner .
period of insurance	means the dates and time during which cover is provided under this policy as stated in the certificate of insurance .
permanent total loss	means the full and permanent loss of the use of the part of your body referred to in the Capital Conditions resulting from an injury (not sickness) only.
policy	means this policy wording , the certificate of insurance and any other documents such as endorsements that we may issue and advise will form part of the policy .
policy wording	means this document.
pre disability earnings	means the average weekly pre-tax income derived from personal exertion during the period of twelve (12) months immediately preceding the date of total disability or during such shorter period as the insured person has been employed (or self-employed) in their occupation at the time the disability occurred; subject to: <ul style="list-style-type: none"> a) in the case of an employee remunerated by wages or salary, income includes any allowances that are payable to the employee as part of the employee's remuneration, such as bonuses, commissions, overtime payments or other allowances. b) in the case of a self-employed person, income is net of business costs and expenses incurred in deriving that income.
pre existing condition(s)	means a sickness , illness, disease, injury , condition, (including any side-effect or symptoms of a condition) of which the insured person was aware of or of which a reasonable person in the circumstances could be expected to have been aware of, or for which the insured person has received or sought medical attention or treatment or for which the insured person has undergone testing prior to the commencement date or the date upon which the insured person originally attached to the schedule of insured persons , whichever the later. Pre existing conditions specifically include congenital or degenerative conditions for which the insured person has been diagnosed or was aware of or of which a reasonable person in the circumstances could be expected to have been aware of prior to the commencement date regardless as to whether the insured person was at that time or subsequently being treated for them.
premium	means the premium as stated on the certificate of insurance that is payable by you for this policy within 60 days of the due date.
sickness	means any sickness , illness or disease suffered by the insured person , which is not an injury , a mental health condition , a pre existing condition , a congenital or degenerative condition and which must; <ul style="list-style-type: none"> a) occur solely, directly and independently of any other cause or condition; b) first occurs or manifest itself during the period of insurance; c) results in temporary total disablement or temporary partial disablement within twelve (12) months after manifesting itself; and d) be continuous for a period of not less than the waiting period from the date the insured person first sought treatment from a medical practitioner in respect of that sickness, illness or disease.
terrorist activity	means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of

force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with, any organisation(s) or government(s).

**total disablement,
totally disabled, total
disability**

means in the opinion of a **medical practitioner** the **insured person** is entirely and continuously unable to engage in their usual occupation or employment, for which they are covered under the **policy**, and

- a) the **insured person** is not working in any employment or occupation; and
- b) the **insured person** is under the regular care and attendance of and following the advice and treatment recommended by, a **medical practitioner**.

**utilisation of weapons
of mass destruction**

means the use, emission, discharge, dispersal, release or escape of any nuclear, chemical or biological weapon, compound or organism capable of causing disablement or death amongst people or animals.

waiting period

means a period of consecutive days as shown in the **certificate of insurance**, during which no benefit is payable.

war or civil hostilities

this includes declared or undeclared war; civil war; invasion; hostilities; war like operations; act of an enemy foreign to **your** nationality or country in, or over, which the act occurs; riot; rebellion; insurrection; revolution (including the overthrow of the legally constituted government); civil commotion (where this assumes the proportion of, or amounts to, an uprising); military or usurped power; explosions of war weapons.

we/our/us

means certain underwriters at Lloyd's.

you/your

means the insured(s) named in the **certificate of insurance**.

yourcover

means YourCover Pty Ltd acting as an agent of the insurer.

2. Weekly Benefits

2.1 Weekly Injury Benefit

The **certificate of insurance** will show whether an **insured person** is covered for the **injury** benefit only or the **injury** and **sickness** benefit.

a) Total Disability Benefit

If an **insured person** suffers an **injury** during the **period of insurance** and this **injury** results in the **insured person** becoming **totally disabled**:

- within twelve (12) calendar months of the date of the **injury**; and
- for a continuous period that is longer than the **waiting period**,

We will pay **the insured person** the lesser of:

- the weekly injury benefit shown in the **certificate of insurance**; and
- the percentage of **pre disability earnings** as shown in the **certificate of insurance** for the period the **insured person** is **totally disabled** up to the maximum benefit period shown in the **certificate of insurance**.

No payment is made for the **waiting period**.

The **insured person** will not be considered to be **totally disabled** before they consult a **medical practitioner** for the claimed disability or if they are capable of returning to work in their usual occupation.

b) Partial Disability Benefit

If the **insured person** is **partially disabled** then **we** will pay 25% of the weekly injury benefit amount shown in the **certificate of insurance** provided that:

- the **insured person** has been **totally disabled** because of an **injury** and paid a weekly injury benefit for that disablement under this **policy**; and
- the **insured person** ceases to be **totally disabled** but remains **partially disabled**.

We will not pay the **insured person** a **partial disability** benefit if they are capable of returning to work in their usual occupation.

2.2 Weekly Sickness Benefit

a) Total Disability Benefit

If an **insured person** chooses the **injury** and **sickness** benefit, they are entitled to the **injury** benefit as set out in 2.1 as well as the **sickness** benefit set out below.

If an **insured person** suffers a **sickness** that first occurs or manifests itself during the **period of insurance** and this **sickness** results in their becoming **totally disabled**:

- within twelve (12) calendar months of the first occurrence or manifestation of the **sickness**; and
- for a continuous period that is longer than the **waiting period**;

We will pay **the insured person** the lesser of:

- the weekly sickness benefit amount shown in the **certificate of insurance**; or
- the percentage of their **pre disability earnings** shown in the **certificate of insurance**, for the period **the insured person** is **totally disabled**, up to the maximum benefit period shown in the **certificate of insurance**.

No payment is made for the **waiting period**.

The **insured person** will not be considered to be **totally disabled** before consulting a **medical practitioner** for the claimed disability or if they are capable of returning to work in their usual occupation.

b) Partial Disability Benefit

If the **insured person** is **partially disabled**, then **we** will pay 25% of the weekly sickness benefit amount shown

in the **certificate of insurance** provided that:

- the **insured person** has been **totally disabled** because of a **sickness** and paid a weekly sickness benefit for that disablement under this **policy**; and
- the **insured person** ceases to be **totally disabled** but remains **partially disabled**.

We will not pay the **insured person** a **partial disability** benefit if they are capable of returning to work in their usual occupation.

Weekly benefit restrictions

Specific coverage limitations apply to the weekly **injury** and **sickness** benefits for **insured persons** upon attaining the ages sixty (60) to sixty eight (68) during the **period of insurance**. The maximum amounts payable for **insured persons** aged sixty (60) or above at the time of an event giving rise to a claim is shown in the **certificate of insurance**. This will not prejudice any entitlement to claim the applicable benefit resulting from an **injury** or **sickness** which first occurs or manifests itself before an **insured persons** sixtieth (60th) birthday or the coverage ceasing age as shown in the **certificate of insurance**.

Waiting Period

A **waiting period** applies for both the **injury** cover and **injury** and **sickness** cover. **We** will not pay an **insured person** any benefit for or during the **waiting period**. **We** start paying the relevant benefit from the end of the **waiting period**. No **waiting period** applies as a result of a recurrence of the same **injury** or **sickness** within 6 months.

When Weekly Benefits are paid

Weekly benefits are paid fortnightly in arrears. **We** will pay one-seventh (1/7th) of the weekly benefit for each day that benefits are payable.

Maximum Benefit Period – Weekly Benefits

If the weekly benefit has been paid for a period less than the maximum benefit period shown in the **certificate of insurance** and the **insured person** is able to claim under 2.1 or 2.2 as a result of a recurrence of the same **injury** or **sickness** within 6 months of their previous **total disability** or **partial disability** ending, then any weekly benefit otherwise payable under 2.1 or 2.2 in relation to this recurrence is only payable for the balance (if any) of the maximum benefit period shown in the **certificate of insurance**.

Reduction of the Weekly Benefit – other payments

If an insured person receives or is entitled to receive during the period that they are covered for being **totally disabled** or **partially disabled**:

- periodical benefits or certain types of insurance payments (e.g. Workers Compensation payments) for the **injury** or **sickness** which caused the **total disablement** or **partial disablement**; or
- wages, salary, paid sick leave or income from personal exertion or;
- insurance or compensatory lump sum payments (be it an award by a Court or Tribunal, a settlement or through a statutory scheme) for the **injury** or **sickness** which caused the **total disablement** or **partial disablement**;

then if the amount the **insured person** receives from the other source is a:

- periodical payment, **we** will deduct the periodical payments of these amounts from the weekly benefit amount **we** pay referable to the same period (but not below zero); and
- lump sum, weekly benefits payable are suspended, and all weekly benefits paid must be repaid, to the extent that the lump sum payment (or, where only part of the lump sum is attributable to economic loss, only the economic loss component of the lump sum) is greater than the weekly benefits paid or payable.

Where the lump sum is less than the weekly benefits payable, weekly benefits will recommence from the date on which the amount of the lump sum (or, where only part of the lump sum is attributable to economic loss, only the economic loss component of the lump sum) equals the amount which would have otherwise been payable to the **insured person** if they had not received the lump sum.

2.3 Additional Benefits

a) Rehabilitation

To assist an **insured person's** return to work, **we** will reimburse the cost of their participation in a return to work program, up to twenty thousand dollars (\$20,000), but only if:

- the expenses are incurred while a weekly benefit is payable to an **insured person** for **total disability**;
- **we** approve any expenses in writing before they are incurred; and
- the expenses are not being reimbursed from elsewhere.

b) Advance Payments

If the **certificate of insurance** specifies a **waiting period** of 28 days or less, and an **insured person** suffers a covered **injury** that solely results in one of the fractures specified in the Advance Payments Table, **we** will pay the lesser of:

- the weekly injury benefit shown in the **certificate of insurance**; and
- the percentage of **pre disability earnings** as shown in the **certificate of insurance**,

for the number of weeks specified in the Advance Payments Table for that fracture as a lump sum up front regardless of whether an **insured person** is **totally disabled** or **partially disabled** or not.

Fracture of	Advance Payment Period
Femur (thigh)	13 weeks
Pelvis, excluding coccyx	13 weeks
Fibula or tibia	8 weeks
Humerus (upper arm)	10 weeks
Ulna or radius (lower arm)	8 weeks
Wrist	6 weeks
Ankle	8 weeks
Patella (knee cap)	8 weeks
Clavicle (collar bone)	6 weeks
Foot, excluding toes	6 weeks

If as a sole result of the covered **injury**, an **insured person** becomes **totally disabled** or **partially disabled** during or after the expiry of the Advance Payment Period and the **total disablement** or **partial disablement** occurs:

- during the **waiting period**, **we** will not pay the **insured person** any weekly benefit until the expiry of the **waiting period** plus the number of weeks of the Advance Payment Period; or
- after the **waiting period** **we** will not pay the **insured person** any weekly benefits until the expiry of the period commencing on the date they became **totally** or **partially disabled** and the number of weeks of the Advance Payment Period.

The number of weeks for which weekly benefits were advanced during the Advance Payment Period count as part of the maximum benefit period shown in the **certificate of insurance** and weekly benefits for this period will not be paid again.

c) Emergency Transport

If an **insured person** suffers an **injury** or occurrence or manifestation of a **sickness** during both the **period of insurance** and while they are either;

- engaged in a sporting activity in the capacity of a participant, adjudicator, judge, referee or umpire or in a similar capacity;
- acting as an official at, or otherwise assisting in the conduct of a sporting activity; or
- acting in the capacity of an elected or appointed official of a sporting organisation,

or while an **insured person** is travelling to or from:

- that activity; or
- the place where the **insured person** acts in that capacity as an elected or appointed official,

We will pay the costs of emergency ambulance services provided by road.

The compensation shall only be payable where in the opinion of the attending ambulance officers there is a serious threat to an **insured person's** life or health and they require immediate treatment and transportation by ambulance to hospital. **We** will not provide compensation for pre-booked, non-emergency ambulance charges or charges for inter hospital transfer. The most **we** will pay is \$5,000 any one occurrence, within Australia only.

d) Indexation of Benefits

If **we** pay a weekly benefit for **total disablement** for 12 continuous months, **we** automatically increase the amount of the weekly benefit by the lesser of:

- a) 7% of the weekly benefit **we** have been paying the **insured person**, or
- b) the percentage by which the Consumer Price Index (called the CPI) has increased.

We compare the most recent CPI figure published by the Australian Bureau of Statistics with that published the year before. If the CPI has decreased, **we** do not increase the benefit at all.

We will increase the amount of the weekly benefit in this way at the end of each 12 continuous months that the **insured person** received it. Any increase in the benefit will start to apply in the first week after the 12 month period.

e) Exposure

If an **insured person** suffers an **injury** during the **period of insurance** which solely causes exposure to the weather, **we** will also treat any additional bodily **injury** suffered during the **period of insurance** solely because of that exposure as an **injury** for the purposes of this **policy**.

3. Capital Benefit Cover

The amounts **we** pay under section 3 are subject to the other terms of **your policy**.

3.1 Capital benefits

If an **insured person** suffers an **injury** which results in any of the Capital Conditions:

- occurring within 12 months of the date the **injury**; and
- **Your certificate of insurance** shows that Capital Condition is covered,

we will pay the benefit specified for the relevant Capital Condition in the Capital Conditions Table as a percentage of the capital sum insured specified in the **certificate of insurance**.

Capital Conditions 1-17 are covered up to and including age sixty four (64), however on the **insured persons** sixty fifth (65th) birthday onwards Capital Condition 2 (**paraplegia**) is not covered. In the event of accidental death (Capital Condition 1), **we** will pay the relevant compensation to the **insured persons** estate.

If the **insured person** is travelling on a journey and their means of transportation disappears, sinks or is wrecked and their body has not been found within one year, **we** will presume that the **insured person** died as a result of an **injury** and will pay the accidental death benefit accordingly. If the **insured person** is later found to be alive, then the amount **we** have paid is to be refunded. The Capital Conditions are only payable in the event of an **injury** and not a **sickness**.

The maximum amount that **we** will pay for all **injuries** resulting in Capital Conditions during the **period of insurance** is the capital sum insured. This means that if an **insured person** receives one or more capital benefits where 100% of the capital sum insured is payable, this cover ends.

3.2 Capital Benefit Limits

All cover ceases under Section 3 if the **insured person** is entitled to receive a capital benefit of more than 75% of the capital sum insured shown in the **certificate of insurance**. **We** will not pay any capital benefit for more than one **injury** arising from the same event. **We** will pay the highest applicable capital benefit. Only one capital benefit can be claimed for any one **injury**.

3.3 Additional modification benefit

Where the **certificate of insurance** shows capital conditions 2-5 are covered, **we** will reimburse up to ten thousand dollars (\$10,000) of the cost reasonably incurred by an **insured person**, of modifying their motor vehicle or home or for relocating to a suitable home as a result of suffering from such conditions. **We** will only reimburse the **insured person** for these costs if **our** written consent is obtained prior to making any such modification to motor vehicle or incurring any such relocation costs.

3.4 Funeral Benefit

In the event that an **insured person** dies as a result of an **injury** (Capital Condition No 1.) **we** will pay a reimbursement of Funeral Expenses up to twenty thousand dollars (\$20,000) in addition to any other compensation payable under this **policy**.

Capital Benefit Conditions Table

No	Death or type of injury	Capital benefit *
1.	Accidental Death	100%
2.	Paraplegia	100%
3.	Permanent paralysis of both arms and both legs	100%
4.	Permanent total loss of sight of one or both eyes	100%
5.	Permanent total loss of the Use of one or more limbs	100%
6.	Permanent insanity	100%
7.	Permanent total loss of hearing in both ears	100%
8.	Permanent total loss of hearing in one ear	15%
9.	Permanent total loss of the lens of one eye	70%
10.	Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the entire external body	50%
11.	Permanent total loss of four fingers and the thumb of either hand	100%
12.	Permanent total loss of the Use of four fingers of either hand	40%
13.	Permanent total loss of the Use of one thumb of either hand:	
	a) both joints	30%
	b) one joint	15%
14.	Permanent total loss of the Use of each finger of either hand:	
	a) three joints	10%
	b) two joints	7%
	c) one joint	5%
15.	Permanent total loss of the Use of toes of either foot:	
	a) all - one foot	15%
	b) great - both joints	5%
	c) great - one joint	3%
	d) other than great, each toe	1%
16.	Fractured leg or patella (knee cap) with established non-union (meaning the bones fail to join properly)	10%
17.	Shortening of leg by at least 5cms	7%

* Percentage of the capital sum insured stated in the **certificate of insurance**.

4. General Conditions

4.1 Recurrence of Disablement

If the **insured person** suffers a recurrence of **total disability** or **partial disability** from the same or related cause or causes within six (6) months, the subsequent period of disablement will be deemed a continuation of the prior disablement. A new **waiting period** will not apply and the total benefit period shall not exceed the maximum benefit period, as specified on the **certificate of insurance**, inclusive of the benefit already received.

If the **insured person** has worked on a full-time unrestricted basis for at least six (6) consecutive months, the subsequent period of disablement shall be deemed to have resulted from a new **injury** or **sickness**. A new **waiting period** and a new maximum benefit period as specified on the **certificate of insurance** shall apply. Where an **injury** requires surgical treatment which cannot be performed within twelve (12) months from the date of the **accident**, provided the **insured person** can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of **accident** and a **medical practitioner** certifies this, **we** will treat this as a continuation of the first **injury** regardless of whether the **insured person** has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty four (24) months from the original date of the **accident**.

4.2 Notices and other information

Notices and other information concerning **your policy** will be sent to **you** at the address last advised to **us**. It is important that **we** be advised of any changes to **your** contact information.

4.3 Cover provided

Cover is provided for an **insured person** on the basis that they continue in the occupation shown in the **certificate of insurance**. If an **insured person** changes occupation, **you** must notify **us** and cover is only continued if **we** confirm that cover continues for the **insured person** in their new occupation. If an **insured person** is covered in their new occupation, it may be on different terms.

4.4 Making a claim

If an **insured person** makes a claim and at the time of the event giving rise to the claim, the **insured person** has changed their occupation and **we** have not confirmed that cover continues for the **insured person** in their new occupation, then if the **insured person's** new occupation:

- is one which **we** would not have insured, **we** may not pay the claim; or
- is one which represents a greater risk than the one for which the **insured person** was previously insured, **you** or the **insured person** may have to pay an additional premium which reflects the additional risk.

4.5 Tax deductibility

If **you** buy the Personal Accident and Sickness Insurance, in most cases, the part of the premium **you** pay for the weekly benefits coverage is tax deductible and the benefits paid would be treated as assessable income.

4.6 Taxation advice

This taxation information is of a general nature only and is based on **our** interpretation of the tax laws and rulings at the issue date of this PDS. As individual circumstances may be quite different, **we** recommend that **you** consult a taxation adviser in relation to **your** personal position.

4.7 GST

All amounts insured exclude GST.

4.8 Cancellation by You

You may cancel **your policy** at any time by notifying **us** in writing.

4.9 Date of cancellation

The cancellation will take effect from the later of the date of **your** written notice or at 4.01pm AEST on the date **we** receive **your** written cancellation.

4.10 Refunds

If **you** cancel **your policy**, **we** will refund the premium for the period from the date **your policy** was cancelled to the due date of **your policy**. A cancellation fee of 10% of the base premium payable (plus GST) for the period from the date **your policy** was cancelled to the expiry date of **your policy** will also apply.

4.11 Cancellation by us

We may also avoid or cancel **your policy** when **we** are legally entitled to do so under the Insurance Contracts Act 1984 (Cth).

4.12 Written notice of cancellation

If **your policy** is cancelled, **we** will give **you** written notice, whether personally or by post to **your** last known address. The cancellation will be effective from 4.01pm on the third day after the day it is given to **you**, unless a later date is specified.

5. Claiming a Benefit

5.1 Notification

You or the **insured person** must notify **us** or **your broker** as soon as possible after **you** sustain an **injury** or a **sickness** which may give rise to a claim under this **policy**. **We** may reduce the amount of a benefit, or may refuse to pay the claim to the extent that **we** are prejudiced by late notification of the claim.

5.2 Claim forms

When **you** notify **us** of a potential claim, **we** will send **you** or the **insured person** claim forms which must be completed and returned to **us** within 30 days.

5.3 Medical certificates

A medical certification will be required by the **insured person's medical practitioner** in the format **we** provide so the claim can be assessed. The **insured person** must meet the cost of these medical certifications.

5.4 Weekly benefits

For weekly benefits, ongoing medical certifications will be required. The **insured person** must meet the cost of these medical certifications.

5.5 Medical examinations

We may also require the **insured person** to undergo medical examinations, and vocation and/or rehabilitation assessments but, if this is required, **we** will meet those costs.

5.6 Additional information

We may ask the **insured person** to provide such evidence to support their entitlement to a benefit as **we** may reasonably request. This evidence may include, but is not limited to the following:

- written authorities allowing **us** to access medical, include personal and sensitive information; in the case of a weekly benefit, evidence of the **insured person's pre disability earnings**, details of income or periodic payments received from other sources. **We** may require verification of this information by way of a financial audit;
- details of any other insurance covering the same, or similar, condition for which the **insured person** is making the claim.

5.7 Your co-operation

When making a claim the **insured person** is under a duty to act with utmost good faith. **We** owe the same duty in assessing the claim. The **insured person** must therefore cooperate with **us** and comply with **our** reasonable requests in assessing the claim.

5.8 Subrogation

We are entitled to commence or take over legal proceedings in an **insured person's** name for the defence or settlement of any claim, or to sue or prosecute any other person to recover any monies payable by them at law. The **insured person** must not take any action to prejudice any such right of recovery and must co-operate and do all things necessary to enable the recovery action to be prosecuted. This includes providing any statements, documents or assistance **we** require, including the giving of evidence in court.

5.9 Several Liability Notice

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

6. Exclusions

No compensation or benefit is payable for an **insured person** under this **policy** for any event caused by, arising out of, or in any way related to or connected with:

- a) **war or civil hostilities;**
- b) **utilisation of weapons of mass destruction** or any Terrorist Activity;
- c) the use, existence or escape of nuclear material or ionizing radiation, or contamination by radioactivity from any nuclear fuel or other nuclear substance;
- d) a criminal act;
- e) the **insured person** having a blood alcohol content over the prescribed legal limit whilst driving or operating a motor vehicle or being under the influence of non-prescription drugs, including abuse of prescription drugs unless it was prescribed by a **medical practitioner** and taken in accordance with **medical practitioner's** advice;
- f) Acquired Immune Deficiency Syndrome (AIDS) or AIDS related Complex (ARC) howsoever this syndrome has been acquired or may be named HIV or Human Immunodeficiency Virus;
- g) alcoholism or illicit drug use;
- h) participating in, or training for, any professional sport;
- i) participating in motor sports of any kind including practice or time trials;
- j) flying, parachuting, hang gliding, or any other aerial activity except as a fare paying passenger on an airline with scheduled flights;
- k) suicide or attempted suicide; intentional self-injury;
- l) any **mental health conditions;**
- m) any **pre existing condition;**
- n) any other exclusion set out in the **certificate of insurance;**
- o) pregnancy, childbirth or miscarriage or any complication arising from any of these.

6.1 We will not pay any benefit:

- a) under Section 2 of this insurance after the death of an **insured person**.
- b) that if the benefit were paid, that payment would constitute the carrying on of a "Health Insurance Business" as defined under the Private Health Insurance Act, 2007 (Cth) or any succeeding legislation to that Act.
- c) as reimbursement or payment for any service for which a Medicare benefit is payable.
- d) for any event covered under this **policy** if at the time of the **injury** or **sickness** or at the time of entering into this **policy** the **insured person** was not legally resident in Australia or was not legally entitled to work in the occupation shown in the **certificate of insurance** or any other eligible occupation for which **we** have agreed to cover the **insured person**.

7. Provisions

7.1 Alteration of Risk

You must advise **us** as soon as is reasonably practical of any alteration of **your** business activities which increase the risk of an **accident** occurring.

7.2 Assistance and Co-operation

You and each **insured person** who makes a claim under the **policy** shall co-operate with **us** and upon **our** request, assist in making settlements, in the conduct of law suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the **insured person** because of **injury** insured under the **policy**. In that regard, **you** and the **insured person** as required by **us** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. **You** or the **insured person** shall not, except at **your** own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others, the **insured person** or seek medical treatment at the time of **accident**.

7.3 Cancellation

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

If the **policy** is cancelled by **us**, **we** will refund the **premium** for the **policy** less a pro-rata proportion of the **premium** to cover the period for which insurance applied. However, **we** will not refund any **premium** if **we** have paid a claim or benefit to **you** or an **insured person** under the **policy**.

Cover for an **insured person** will end on the earlier of:

- a) the date the **insured person** is no longer nominated by **you**;
- b) the end of the **period of insurance**; or
- c) when **we** cancel this **policy**.

7.4 Currency

All amounts stated in the **policy** are in Australian dollars (AUD).

7.5 Fraudulent Claims

If **you** or any **insured person** makes a claim or arranges for another party to make a claim that is in any way false, dishonest or fraudulent, then **we** may refuse to pay any such claim. However a breach by an individual **insured person** will not affect the cover or claims of other **insured persons**.

7.6 Notice of Claim

The **insured person** entitled to claim under this **policy** must give **us** or **our** authorised agent written notice of any **accident** or **sickness** which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable. Please send the notice to:

YourCover Pty Ltd
Level 22, 127 Creek Street
Brisbane QLD 4000
Telephone: (07) 3010 9746
Email: info@yourcover.com.au

7.7 Other Insurance

In the event of a claim, **you** or the **insured person** must advise **us** as to any other insurance that covers the same risk that they are entitled to claim under or have access to.

7.8 Subrogation

If the **insured person** brings a claim for damages in their own name against another person arising out of an **accident**, and the **insured person** is successful in recovering damages against the other person, then the **insured person** will repay to **us** out of any such award of damages the sum they are awarded for loss of salary or economic loss for the same period during which the **insured person** received a weekly benefit under this **policy**. **We** will provide reasonable cooperation to the **insured person** or their legal advisors in bringing such action.

7.9 Service of Suit

The underwriters hereon agree that:-

- a) In the event of a dispute arising under the policy, underwriters at your request will submit to the jurisdiction of any competent court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such court.
- b) Any summons, notice or process to be served upon the underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000

who has authority to accept service and to enter an appearance on Insurers' behalf, and who is directed at the request of the **insured** to give a written undertaking to the **insured** that he will enter an appearance on underwriters' behalf.

- c) If a suit is instituted against one of the underwriters, all Insurers will abide by the final decision of such court or any appellate court.

7.10 Sanction Limitation and Exclusion Clause - LMA 3100

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any Benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such Benefit would expose that (re)insurer to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

7.11 Several Liability Notice – LSW 1001

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