

# **CFMEU MINING & ENERGY DIVISION**

## **QLD DISTRICT**

### **INJURY & SICKNESS**

#### **PRODUCT DISCLOSURE STATEMENT**

##### **Product Disclosure Statement**

This Product Disclosure Statement (PDS) contains important information required under the Financial Services Reform Act 2001.

To assist you to locate specific items in the policy wording, a table of contents is provided on page 5.

##### **Introduction**

###### **Who is/are the insurer(s)?**

Certain Underwriters at Lloyd's hereinafter called "We, Our, Us or Underwriters" are the insurer of the insurance policy. In the Policy the insurer is called "We, Our, Us or Underwriters".

###### **The Purpose of this PDS**

This PDS has been prepared to assist you in understanding the insurance policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance policy including its benefits, risks and information about how the insurance premium is calculated. You still need to read the policy wording for a full description of the terms, conditions and limitations of the insurance policy.

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

The purpose of the Code is to raise the standards of practice and service in the Insurance Industry. This insurance is not required to comply with the Code. Details about the Code are shown in the policy wording under "General Insurance Code Of Practice" on page 7.

###### **Your cooling-off period**

If for any reason an insured person is not completely satisfied with this Insurance contract the schedule may be returned to Us within fourteen (14) days of its receipt and subject to no claim being made We will cancel the schedule and refund in full any premium paid. Details about the cooling-off period are shown in the policy wording under "Money Back Guarantee" on page 7.

###### **What to do if you have a dispute**

Any enquiry or complaint relating to this insurance should be referred to the Underwriters in the first place.

If this does not resolve the matter or You or an Insured Person are not satisfied with the way a complaint has been dealt with, you should contact:

Lloyd's Underwriters' General Representative in Australia

Level 9

1 O'Connell Street

Sydney NSW 2000

Telephone: [02] 8298 0783

Fax: [02] 8298 0788

Email: [idraustralia@lloyds.com](mailto:idraustralia@lloyds.com)

who has the authority to review your unresolved complaint, and will provide you with a response within 15 business days of receiving your dispute.

If You or an Insured Person are still dissatisfied the dispute may be referred, at no cost, to the Australian Financial Complaints Authority operated by Australian Financial Complaints Authority under the terms of the General Insurance Code of Practice.

Online: [www.afc.org.au](http://www.afc.org.au)  
Email: [info@afc.org.au](mailto:info@afc.org.au)  
Phone: 1800 931 678  
Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above. Details about the dispute resolution system are shown in the policy wording under "Complaints Procedure" on pages 7 & 8 and Conditions point 10 "Service of Suit" on page 16.

### **Privacy**

Lloyd's and its agents are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 (the Act). These set basic standards relating to the collection, use, disclosure and handling of personal information. "Personal information" is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion. An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, your complaint should be addressed to Underwriters. If you are dissatisfied with the response, you may refer the matter to Lloyd's Australia Ltd, who has the appropriate authority to investigate and address matters of this nature. Details about your privacy are shown in the policy wording under "Privacy" on page 8.

### **Duty of Disclosure**

The law requires You to tell Us everything You know (or could reasonably be expected to know in the circumstances) which is relevant to Our decision to insure You and the terms on which We insure You. You have this duty until we agree to insure you. This duty applies before You enter into a contract with Us, that is, before We accept Your application and also before each time You alter or renew the Policy. Each person listed as the Insured Person has the same duty. If You or the Insured Person do not tell Us everything that is relevant, We may reduce or refuse to pay a claim, cancel Your or the Insured person's Policy, or invalidate the Policy from it's beginning and not be bound by it if You or the insured Person act fraudulently. You or the Insured person do not need to tell us anything which reduces the risk, is common knowledge, We already know, or ought to know in the ordinary course of Our business, or we indicate that we do not want to know. If You or the Insured Person are not sure that something is relevant, it is best to disclose it. Also, You and the Insured person must notify Us of any changes which affect Your or the Insured Person's Policy.

Details about disclosure information are shown in the policy wording under "Duty of Disclosure" on pages 6 & 7.

### **How to apply for insurance**

Complete our application form. If we accept the application for insurance, You or the Insured Person will receive a schedule that sets out details of the insurance taken out.

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

Notice should be given to:

Claims Management Australia Pty Ltd  
PO Box 6009

Dural Delivery Centre NSW 2158

Telephone 1300 133 903 during business hours

Details about making a claim are shown in the policy wording under "Claims Procedure" on page 16.

### **Taxation information**

Underwriters show all taxes and charges as separate items on all schedules (e.g. stamp duty and the Goods and Services Tax).

### **Significant features and benefits**

Two levels of cover are available subject to the application form.

Cover	Description of cover provided
Injury	Up to 104 weeks benefit for Temporary Total Disablement Up to 104 weeks benefit for Temporary Partial Disablement
Sickness	Up to 104 weeks benefit for Temporary Total Disablement Up to 104 weeks benefit for Temporary Partial Disablement

Additional benefits include Rehabilitation Expenses, Escalation of Claim Benefit, Traumatic Event Benefit, Accidental H.I.V. Infection Benefit and Funeral Benefit. Details are shown under "Special Provisions – Additional Benefits" on pages 14 & 15 of the policy wording.

### **Exclusions**

The insurance is designed to provide protection for Insured Persons in the event of something happening which has been insured against. Under some circumstances, this policy will not provide any insurance cover to an insured person. To fully understand the cover provided the policy should be read in full. In the policy wording we have included a section of exclusions under "Exclusions" on pages 11 & 12, a section marked "Special Provisions" on pages 12 & 13, a section marked "Special Provisions – Additional Benefits" on pages 14 & 15, a section marked "Conditions" on pages 15, 16 & 17 and a "Table of Events" on page 18.

### **Significant risks**

#### **Disclosure**

The law requires You to tell Us everything You know (or could reasonably be expected to know in the circumstances) which is relevant to Our decision to insure You and the terms on which We insure You. This duty applies before You enter into a contract with Us, that is, before We accept Your application and also before each time You alter or renew the Policy. Each person listed as the Insured Person has the same duty. Disclosure obligations and the consequences of not complying with these obligations are outlined in the policy wording under "Duty of Disclosure" on pages 6 & 7.

#### **Elimination Period**

Each and every claim is subject to the waiting period detailed in the schedule. The definition of "Elimination Period" is on page 10 of the policy wording and the length of each elimination period will be shown on the schedule.

#### **Costs**

We take into consideration a number of factors in setting our premiums. These include but are not limited to factors relating to the level of cover provided and the medical/insurance history of applicants.

Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services tax and Stamp Duty.

**CFMEU MINING & ENERGY DIVISION  
QLD DISTRICT  
INJURY & SICKNESS  
INSURANCE POLICY**

**POLICY WORDING**

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## **POLICY WORDING**

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### **POLICY CONDITIONS**

The Insured Person is insured against Injury and Sickness as shown in the Policy Schedule on the following terms.

### **AGREEMENT**

You have made to Us a written application which together with all accompanying information shall be the basis of this contract and be considered as incorporated into it. In consideration of the payment of the premium, and subject to the terms and conditions contained in, endorsed onto or attached to this Insurance, if during the Period of Insurance any of the Events specified in the Schedule happens to an Insured Person, We will pay the Insured Person the Compensation specified in the Schedule, in the manner described.

### **IMPORTANT NOTICES**

#### **YOUR DUTY OF DISCLOSURE**

Before You enter into an insurance contract with Us, the Insurance Contracts Act 1984 requires You to provide Us with the information We need to enable Us to decide whether and on what terms Your proposal for insurance is acceptable and to calculate how much premium is required for Your insurance.

The Act imposes a different duty the first time You enter into the policy with Us to that which applies when You vary, renew, extend, reinstate or replace Your policy. We set these duties out below.

Your duty of disclosure when you enter this policy with us for the first time.

You will be asked various questions when You first apply for this policy. When You answer these questions, You must:

- a) Give Us honest and complete answers.
- b) Tell Us everything You know concerning the proposed insurance; and
- c) Tell Us everything that a reasonable person in the circumstances could be expected to tell Us.

Your duty of disclosure when you **renew, vary, extend, reinstate or replace your policy**.

If You renew, vary, extend, reinstate or replace the policy Your duty is to tell Us before the renewal, variation, extension, reinstatement or replacement is made, every matter which:

- a) You know; or
- b) A reasonable person in the circumstance could be expected to know;
- c) Is relevant to Our decision whether to insure You and whether any special conditions need to apply to Your policy.

#### **What you do not need to tell us for either duty**

You do not need to tell Us about any matter:

- a) That diminishes Our risk;
- b) That is of common knowledge;

- c) That We know or should know as an Insurer; or
- d) That We tell You We do not need to know.

### **What happens if you don't comply with the relevant duty?**

If you do not comply with the relevant duty, We may cancel the policy or reduce the amount We pay if You make a claim. If fraud is involved We may treat the policy as if it never existed and pay nothing.

### **Money Back Guarantee**

If for any reason an Insured Person is not completely satisfied with this insurance contract the schedule may be returned to Us within fourteen (14) days of its receipt and subject to no claim being made We will cancel the schedule and refund in full any premium paid.

### **Terms in this Policy Document and Schedule**

Please review this Policy carefully and discuss the coverage with your insurance agent, broker or other representative.

In this Document:

reference to a person includes any other entity recognised by law and vice versa;

words importing the singular number include the plural and vice versa;

any reference to any of the parties by their defined terms includes that party's executors, administrators or permitted assigns, or being a company, its successors or permitted assigns;

words importing one gender include every gender; and

clause headings are for reference purposes only.

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

The Insurance Industry has developed a General Insurance Code of Practice. This insurance is not required to comply with the Code.

### **Complaints Procedure**

Any enquiry or complaint relating to this insurance should be referred to the Underwriters in the first place.

If this does not resolve the matter or You or an Insured Person are not satisfied with the way a complaint has been dealt with, you should contact:

Lloyd's Underwriters' General Representative in Australia  
Level 9  
1 O'Connell Street  
Sydney NSW 2000  
Telephone: [02] 8298 0783  
Fax: [02] 8298 0788

Email: idraustralia@lloyds.com  
who has the authority to review your unresolved complaint, and will provide you with a response within 15 business days of receiving your dispute.

If You or an Insured Person are still dissatisfied the dispute may be referred, at no cost, to the Australian Financial Complaints Authority operated by Australian Financial Complaints Authority under the terms of the General Insurance Code of Practice.

Online: [www.afc.org.au](http://www.afc.org.au)

Email: [info@afc.org.au](mailto:info@afc.org.au)

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

### **Retention of Policy Documents**

This is an important document which you should read carefully and keep in a safe place.

### **Privacy**

Lloyd's and its agents are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 (the Act). These set basic standards relating to the collection, use, disclosure and handling of personal information.

"Personal information" is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, your complaint should be addressed to Underwriters. If you are dissatisfied with the response, you may refer the matter to Lloyd's Australia Ltd, who has the appropriate authority to investigate and address matters of this nature. Lloyd's Australia can be contacted at

Level 9  
1 O'Connell Street  
Sydney NSW 2000  
Telephone: [02] 8298 0783  
Fax: [02] 8298 0788  
Email: [idraustralia@lloyds.com](mailto:idraustralia@lloyds.com)

Lloyd's Australia will respond in writing within 15 working days, and if you remain dissatisfied with their response you will be provided at that time with the details of any other avenues for resolution that may be available to you.

### **Sanctions**

No Insurer shall be deemed to provide cover and no 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 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.

## DEFINITIONS

**We/Our/Us/Underwriters** means certain Underwriters at Lloyd's.

**You/Your** means the union shown in the schedule as the Policyholder.

**Insured Person** means an individual member, officer or staff member of the union or as maybe agreed by Us from time to time.

**Injury** means a bodily injury to an Insured Person resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause including any pre-existing physical or congenital condition (except Sickness directly resulting from medical or surgical treatment rendered necessary by such Injury), provided the Injury:

- (a) occurs on or after the Insured Person's Effective Date of Individual Insurance; and
- (b) results in any of the Events specified in the Table of Events within 12 calendar months from the date of such Injury provided this policy remains in force.

**Employer** means the legal entity (including its successors in title and assigns) employing an Insured Person(s) at the time an Insured Person(s) application for cover is accepted for this Policy.

**Sickness** means sickness or disease first contracted by an Insured Person, on or after the Insured Person's Effective Date of Individual Insurance, which results solely and directly and independently of any other cause in Temporary Total Disablement or Temporary Partial Disablement, provided that the Temporary Total Disablement or Temporary Partial Disablement occurs during the Policy Period and continues for a period of not less than seven consecutive days from the date of commencement of treatment by a registered and legally qualified medical practitioner who is not the Insured Person or a family member.

**Temporary Total Disablement** means that as a result of Injury or Sickness an Insured Person is wholly and continuously prevented from engaging in his/her usual occupation in Australia, and he/she are under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner who is not the Insured Person or a family member.

**Temporary Partial Disablement** means that as a result of Injury or Sickness an Insured Person is wholly and continuously prevented from engaging in more than 50% of the duties of his/her usual occupation in Australia, and he/she are under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner who is not the Insured Person or a family member.

**Income** means

- (a) as regards to a salaried Insured Person, the average gross weekly income earned from personal exertion before personal deductions and income tax, including overtime payments, production bonuses and other allowances, excluding bonuses and commissions; or

- (b) as regards to a T.E.C. (ie total employee cost) or salary package Insured Person, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances) before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
  - (c) as regards to a self-employed Insured Person, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income;
- all derived during the 12 calendar months period immediately preceding the Injury or Sickness giving rise to the claim under this Policy.

**Elimination Period** means the period, commencing with the first day of Temporary Total or Partial Disablement for which medical treatment was sought, during which no Compensation is payable.

**Spouse** means an Insured Person's husband or wife or any de-facto partner who has continuously lived with the Insured Person for at least 3 calendar months prior to an Event giving rise to a claim.

**Child(ren)** means an Insured Person's Children who are under 25 years of age Child(ren) includes step or legally adopted children.

**Policy Period** means the period shown in the Policy Schedule or subsequent Renewal Notice issued by Us.

**Premium Due Date** means the day on which an Insured Person's Employer pays his/her pay/salary for that pay period and this is the date on which his/her instalment of the annual premium is due to be paid for this Policy.

**Traumatic Event** means:

- (a) Accidental death of Insured Person's Relative.
- (b) Serious accident involving an Insured Person and/or his/her Relative that necessitated a period of Hospitalisation exceeding 10 consecutive days.
- (c) Unexpected and sudden Serious Sickness (as defined) of an Insured Person's Relative.

**Relative** means an Insured Person's Spouse, Child(ren), parent or sibling.

**Serious Sickness** means a terminal condition diagnosed during the Policy Period and after the Effective Date of Individual Insurance by a legally qualified medical practitioner not being the Insured Person or any family member, and does not include any condition for which the Insured Person on whom the claim depends has received daily medical treatment, medication, has required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) or received a diagnosis for, in the 12 months immediately prior to the Insured Person's Effective Date of Individual Insurance.

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

**Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorism shall also include any act which is verified or recognized by the (relevant) Government as an act of terrorism.

**Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.

**Accident** shall also include

- (a) exposure resulting from a mishap to a conveyance in which the Insured Person is travelling;
- (b) disappearance. If the Insured Person is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that the Insured Person has sustained **Bodily Injury** and that such injury has caused the Insured Person's death, the Underwriters shall forthwith pay any death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.

#### **EXCLUSIONS**

This Policy does not apply to any Event arising directly or indirectly out of:

1. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
2. The intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act.
3. Any loss arising out of any Terrorist Act.
4. Engaging in any aerial activity, except as a passenger and not as a pilot or crew member in any aircraft licensed to carry passengers.
5. Intentional self-injury, suicide, or criminal or illegal act.
6. Pregnancy, childbirth or miscarriage.
7. Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection. This Exclusion does not apply to Accidental H.I.V. Infection as described under Special Provisions – Additional Benefits 5. Accidental H.I.V. Infection Benefit.
8. Training for or participating as a professional in any sport other than Rugby League players earning AUD 10,000 or less per season.
9. Racing in or on any motor powered device.
10. Radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise.

11. Any Injury or Sickness that is sustained as a direct result of the employment of an Insured Person or whilst travelling to and from such employment where such travel is covered under any Workcover or Workers Compensation Act, Wrongs Act, Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body having similar effect.
12. An Insured Person having a blood alcohol content over the prescribed legal limit when driving or operating any motor vehicle, and/or being under the influence of intoxicating liquor and/or being under the influence of any drug other than a drug taken or administered by, or in accordance with the advice of a legally qualified medical practitioner.
13. Any overseas travel exceeding three months.
14. Any depression, anxiety, stress, mental, nervous, psychological, psychiatric or psychosomatic disorder(s). This Exclusion shall not apply to any claim that results from a Traumatic Event. Refer to Special Provisions Additional Benefits 3 Traumatic Event.
15. Occupational Disease or any disease or any condition that has been caused by exposure to a disease producing agent or agents present in the employee's occupational environment.
16. the Insured Person engaging in or taking part in armed forces service or operations.
17. Any pre-existing condition known to the insured or their medical practitioner prior to inception other than as per endorsement 1 attached to this wording.

### **SPECIAL PROVISIONS**

1. Compensation is payable to the Insured Person.
2. Where an Insured Person increases their weekly benefit sum insured, the increase will be subject to exclusion of any pre-existing condition known to the insured or their medical practitioner prior to the increase.
3. Compensation is not payable:
  - (a) For more than one of the Events under Section A and Section B – (Weekly Benefits) in respect of the same period of time.
  - (b) For longer than the Aggregate Period shown in the Policy Schedule in respect of the Events in Section A or Section B – (Weekly Benefits) as regards any one Injury or Sickness.
  - (c) Unless as soon as possible after the happening of any Injury or Sickness giving or likely to give rise to a claim, the Insured Person obtain and follow proper medical advice from a registered and legally qualified medical practitioner who is not the Insured Person or a family member.

4. **Weekly Benefits Limitation**

The Compensation payable under Section A or Section B of the Table of Events is limited to the lesser of:

- (i) the amount stated in the Policy Schedule (reduced by any 'Other Payments'); and
- (ii) 85% of the Insured Person's Income (reduced by any 'Other Payments').

***Other Payments***

There are some circumstances when the Compensation payable to the Insured Person may be altered or reduced.

The Compensation payable to the Insured Person will be recalculated if, in relation to the Sickness or Injury which caused the Disablement, the Insured Person receives or is entitled to receive other payments – whether lump sum or periodical - by way of:

- other disability, group, sickness or accident insurance cover, including a mortgage replacement policy or through a superannuation fund;
- workers' compensation schemes;
- accident compensation schemes; or
- other statutory insurances payable for loss of Income.

If the Insured Person receives or is entitled to receive any of the Other Payments listed above in the form of a lump sum to recompense for loss of earnings, We will convert that part of the Other Payment to Income by apportioning it over the period to which it applies and reduce the Compensation payable to you by that component. If Compensation has been paid to the Person Insured, the Person Insured will repay the difference to Us.

Payment of Compensation under this Policy will be subject to relevant legislative requirements being adhered to and depending upon individual circumstances, additional information may be required by Us. We may refuse or reduce the claim if We are disadvantaged by any delay in notifying Us of a claim.

## **5. Recurrence Of Temporary Total Disablement Or Temporary Partial Disablement (Weekly Benefits)**

If an Insured Person receives Compensation under Section A or Section B – (Weekly Benefits) and while this Policy is in force suffer a recurrence of Temporary Total or Temporary Partial Disablement from the same or related causes within 6 consecutive months of an Insured Person's return to his or her occupation on a full time basis, We will consider such Disablement to be a continuation of the prior claim period.

The period of recurring Disablement will be aggregated with the prior claim period and will not be subject to a new Elimination Period.

## **6. Aggregate Limit Of Liability**

- (a) Compensation is payable for the same or related causes under all combined policy periods for an Aggregate period of up to 104 weeks, unless otherwise agreed to by Us and specified in the Policy Schedule.
- (b) Except as provided under 5.(c), Our total liability for all claims arising during any one Policy Period will not exceed the amount shown in the Policy Schedule.
- (c) Our total liability for all claims arising under this Policy during any one Policy Period relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes will not exceed the amount shown in the Policy Schedule.

## **7. Age Limits**

We will only be liable for any Injury or Sickness which happens to an Insured Person if at the date of the Event he/she are aged between 16 and their 65<sup>th</sup> Birthday.

## **SPECIAL PROVISIONS - ADDITIONAL BENEFITS**

### **1. Rehabilitation Expenses**

We will pay after the happening of an Event listed under Section A or Section B – (Weekly Benefits) of this Policy expenses incurred for tuition or advice from a licensed vocational school, provided such tuition or advice is necessary for an Insured Person to return to his/her usual occupation and is undertaken with Our prior written agreement and the agreement of the Insured Person's attending physician.

Compensation under this provision will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of six months.

### **2. Escalation Of Claim Benefit**

After payment of the Compensation under Section A or Section B – (Weekly Benefits) continuously for 12 months, we will in the subsequent period of 12 months during which compensation is paid increase the Compensation by 5 percent compound per annum, limited to the aggregate period for which benefits are payable.

### **3. Traumatic Event**

Exclusion 14 shall not apply to the first 26 weeks of Temporary Total Disablement provided:

- (a) The Temporary Total Disablement occurs as a result of a sudden Traumatic Event; and
- (b) The Insured Person is under the continuous care of a registered medical practitioner who is not a Relative; and
- (c) The Insured Person has remained in Australia during the claim period.

### **4. Accidental H.I.V. Infection Benefit**

We will pay an Insured Person Compensation of \$25,000 if he/she accidentally contract the Human Immunodeficiency Virus (H.I.V.) infection:

- (a) as a direct result of Injury caused by a physical and violent bodily assault by another person while he/she are covered under this Policy; or
- (b) as a direct result of the administering of medical treatment provided by a registered and legally qualified medical practitioner or registered nurse of the Insured Person's covered Injury or Sickness while he/she are insured under this Policy.

### **Special Conditions**

- (i) Compensation will only be payable if the Insured Person is positively diagnosed within 180 days of the event giving rise to the H.I.V. infection.
- (ii) Compensation shall not be payable unless any event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to Us and medical tests are carried out by a registered and legally qualified medical practitioner no more

than forty eight (48) hours from the time and date of the event giving rise to the H.I.V. infection.

- (iii) The medical tests (to be made by recognised laboratory and clinical tests) carried out in connection with this Benefit must prove conclusively that the Insured Person was **not** H.I.V. positive at the time and date of the event giving rise to the H.I.V. infection. No Compensation is payable if the Insured Person fail to comply with or to provide the required level of proof.

## 5. Funeral Benefit

We will pay after the happening of an Event listed under Section A or Section B – (Weekly Benefits) of this Policy resulting in the death of an Insured Person expenses incurred for the funeral of the Insured Person. Compensation under this provision will be limited to the actual costs incurred not exceeding \$5,000 per Insured Person and will be payable only in direct reimbursement of the funeral director costs.

## CONDITIONS

### 1. Cover

This Policy provides the Insured Person with Insurance cover under those Sections of the Policy selected by the Insured Person in his/her application for this Insurance. The selected cover is shown in the Policy Schedule.

### 2. Effective Date Of Individual Insurance

The insurance coverage in respect of an insured person commences at one of the following times that is most appropriate

- (a) The inception of the policy
- (b) The time at which we agree to insure a new mine
- (c) The time at which their employment starts with an insured mine

### 3. Individual Terminations

The Insured Person's Policy will immediately terminate on the earliest of the following dates:

- (a) on the date this Policy is cancelled by You or Us;
- (b) on the date the Insured Person leave or otherwise cease employment with his/her Employer;
- (c) sixty (60) days after the Premium Due Date in the event an instalment of the annual premium due for that period is not paid on the Premium Due Date, except as the result of inadvertent administrative error. This condition applies to each and every instalment of the annual premium which is due on the Premium Due Date. This condition cannot be disregarded by You or the Insured Person because We have previously accepted a premium payment more than 60 days after the Premium Due Date;
- (d) on the date the Insured Person cease to be eligible for Insurance hereunder;
- (e) on the date an Insured Person ceases to be a member of the CFMEU.
- (f) the Insured Persons 65<sup>th</sup> Birthday

### 5. Policy Renewal

This Policy may be renewed with Our consent for a further term, by payment of the next instalment of the annual premium in force at the time of renewal.

## **6. Cancellation**

- (a) This Policy may be cancelled by You at any time with effect from the next Premium Due Date by giving Us written notice.
- (b) This Policy may be cancelled by Us if You have been in breach of any of its Terms or Conditions or in accordance with Sections 59 and 60 of the Insurance Contracts Act 1984, in which case We will refund the proportion of the premium for the unexpired Policy Period.

## **7. Claims Procedure**

- (a) Written Notice of Claim and supporting medical evidence in the form required by Us, and proof of identity, must be given to Us within 30 days of the occurrence of any Event or as soon thereafter as is reasonably possible. Notice should be given to:  
Claims Management Australia Pty Ltd  
PO Box 6009  
Dural Delivery Centre NSW 2158  
Telephone 1300 133 903 during business hours
- (b) We may have the Insured Person medically examined at Our expense when and as often as We may reasonably require after a claim has been made, or arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.
- (c) Compensation will be paid as soon as We have investigated and verified the information supplied and satisfied Ourselves that the claim falls within the Policy.

## **8. Australian Law**

This Policy is governed by the Laws of the Australian State or Territory it was issued in and any dispute or action in connection therewith shall be conducted and determined in Australia.

## **9. Fraud and Mis-statement**

Any fraud, mis-statement or concealment by You or an Insured Person in relation to any matter affecting this insurance or in connection with the making of any claim under it will give Underwriters the rights provided for in the Insurance Contracts Act, including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the Insurance.

## **10. Service of Suit**

The Underwriters hereon agree that:-

- i) In the event of a dispute arising under this Insurance, the Underwriters at the request of You or the Insured Person 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 in such court.
- ii) Any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters General Representative in Australia  
Level 9  
1 O'Connell Street  
Sydney NSW 2000

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of You or the Insured Person to give a written undertaking that he will enter an appearance on Underwriters' behalf.

iii) If a suit is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

**11. Insurer Obligations**

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

**12. Tax Or Imposts**

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

**13. Subrogation**

Upon an indemnity being given or Compensation being paid by Us under this Policy:

- (a) We shall be subrogated to the rights and remedies for loss of Income of the Person Insured who shall co-operate and do all things necessary to assist Us and Our agents to exercise such rights and remedies;
- (b) If We elect to exercise Our rights of subrogation then, subject to any conflict of interest, We shall have the exclusive right to conduct proceedings, shall have full discretion in the conduct of any negotiations or proceeding or the settlement of any claim and the Person Insured hereby appoints and authorises Us and Our lawyers to compromise any proceeding or threatened proceeding and to execute any terms of settlement in the name of the Person Insured; and
- (c) the Person Insured shall in any proceeding brought by the Person Insured do all things necessary to recover and hold on trust for Us any amount which We would have been entitled to recover in a subrogated action.

**14. Claims Notification**

On the happening of any occurrence likely to give rise to a claim , it is a condition precedent to Underwriters liability that the Insured and/or the Insured Person will ensure that notice is given to Underwriters in writing as soon as possible after the date of the occurrence and in any event within 60 days. Such notice shall include full particulars of the occurrence. In no event will Underwriters be liable to pay any claim where the Insured and/or an Insured Person has failed to notify Underwriters in writing within 120 days after the date of the occurrence. All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the Underwriters and such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the Insured Person.

## TABLE OF EVENTS

### **SECTION A– WEEKLY INJURY BENEFIT**

Cover under this Section is included only if specified in the Policy Schedule.

<b>THE EVENTS</b>	<b>THE COMPENSATION</b>
Injury as defined, resulting in:	
1. Temporary Total Disablement	1. During such Disablement the maximum amount per week specified in the Policy Schedule or 85% of Income as defined, whichever is the lesser.
2. Temporary Partial Disablement	2. (a) During such Disablement: if the Insured Person returns to work in a reduced capacity, the Compensation payable shall be the difference between the Compensation for Event 1 and the weekly Income earned from personal exertion per week; or (b) if the Insured Person does not return to work, the Compensation shall be 25% of the Compensation for Event 1.

### **SECTION B – WEEKLY SICKNESS BENEFIT**

Cover under this Section is included only if specified in the Policy Schedule.

<b>THE EVENTS</b>	<b>THE COMPENSATION</b>
Sickness as defined, causing:	
3. Temporary Total Disablement	3. During such Disablement the maximum amount per week specified in the Policy Schedule or 85% of Income as defined, whichever is the lesser.
4. Temporary Partial Disablement	4. (a) During such Disablement: if the Insured Person returns to work in a reduced capacity, the Compensation payable shall be the difference between the Compensation for Event 3 and the weekly Income earned from personal exertion per week; or (b) if the Insured Person does not return to work, the Compensation shall be 25% of the Compensation for Event 3.

This Policy has been signed on Our behalf but it shall not be binding unless the Policy Schedule is countersigned by Our Authorised Signatory.

## ENDORSEMENT (1)

POLICY NUMBER: TBA

POLICYHOLDER CFMEU

Take Over Provision means cover is extended to include all pre-existing conditions for which a Declaration of Health is not required, provided that in the last 12 months immediately preceding the commencement date of the replacement Policy B0400F210087 the person to be insured:

- (i) has been continuously insured under the Policy of Insurance that the referenced Policy is replacing,
- (ii) and that this prior Policy was provided by a general insurer/life insurer and covered Temporary Total Disablement.

A Declaration of Health must be submitted by the person to be insured if at or prior to the effective date of the replacement policy B0400F210087 the person to be insured:

- has been diagnosed as having a terminal condition; or
- has been diagnosed as having a serious or chronic condition (i.e. including but not limited to any ongoing back disorder, cancer, circulatory or respiratory condition, major organ disease, diabetes, neurological condition, HIV/AIDS), or any other condition that will require periodic medical reviews during the next 12 months; or
- has a condition that required surgery or hospitalisation on the preceding 12 months;
- has a condition that requires them to be placed on a hospital or specialist waiting list for treatment or investigation, or for which an appointment with a specialist has been recommended by their treating doctor; or
- has any condition for which daily medication is required.

The person to be insured is also required to provide a Declaration of Health if:

- the previous insurer imposed special acceptance terms on their cover.
- they have been off work for more than 10 consecutive days or 15 days in total during the last 12 months due to injury and/or sickness.
- they are not fit for work on the date the replacement Policy is to commence due to injury or sickness.

Cover for any condition for which a Declaration of Health is required shall be excluded unless advised otherwise by us in writing.

In all other respects this policy remains unaltered.

DATE OF ISSUE:

