

**MINING & ENERGY UNION QUEENSLAND
GOONYELLA RIVERSIDE LODGE
INJURY & SICKNESS
INSURANCE POLICY**

PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

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 6.

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 subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice. Details about the Code are shown in the policy wording under "General Insurance Code Of Practice" on page 8.

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 8.

What to do if you have a 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 Claims Management Australasia in the first instance:

Complaints Officer

Claims Management Australia Pty Ltd

PO Box 6009, Dural Delivery Centre, NSW 2158

Telephone 1300 133 903 during business hours

Email info@claimsmanagers.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: idraustralia@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:

Claims Management Australia Pty Ltd
PO Box 6009, Dural Delivery Centre, NSW 2158
Telephone 1300 133 903 during business hours
Email info@claimsmanagers.com.au

Details about the dispute resolution system are shown in the policy wording under "Complaints Procedure" on page 9.

Privacy

Lloyd's and its agents are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (the Act). This sets out basic standards relating to the collection, use, disclosure and handling of personal information. Our Privacy Policy, available by calling your broker, sets out how:

- we protect your personal information;
- you may access your personal information;
- you may correct your personal information held by us;
- you may complain about a breach of the Privacy Principles or Registered Privacy Code and how we will deal with such a complaint.

Details about your privacy are shown in the policy wording under "Privacy" on page 9.

Your duty to take reasonable care not to misrepresent

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to take reasonable care not to make a misrepresentation.

What this means is that you must take care to ensure the accuracy of any information you provide to us, as our decision whether to enter into a contract with you, and if so on what terms, will be based on the information you provide.

Your duty includes:

- Giving honest, accurate and complete answers to any questions we ask;
- Making reasonable enquiries to determine the accuracy of any information you give to us; and
- Taking care to ensure that any representation you make to us is accurate.

Every person who is insured under the policy must comply with this duty at the commencement of the policy and when you renew, vary, extend, reinstate or replace the policy. If you or any person who is insured under the policy do not comply with this duty and fail to take care to ensure the accuracy of any representation made to us, we may cancel the policy, reduce the amount we pay if you make a Claim, or decline a Claim. If you breach this duty fraudulently, we may avoid the policy altogether and treat it as if it never existed.

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
Email info@claimsmanagers.com.au

Details about making a claim are shown in the policy wording under “Claims Procedure” on page 17.

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, Accidental H.I.V. Benefit and Funeral Benefit. Details are shown under “Special Provisions – Additional Benefits on pages 15 to 16 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 12 & 13, a section marked “Special Provisions” on pages 13,14 &15, a section marked “Special Provisions – Additional Benefits” on pages 15 to 16, a section marked “Conditions” on pages 16 to 18 and a “Table of Events” on page 19.

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 “Your duty to take reasonable care not to misrepresent” on page 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 11 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.

SCHEDULE

Policy Number:	B1307 C230504																																																
Policy Holder:	Mining & Energy Union Queensland – Goonyella Riverside Lodge.																																																
Registered Address for Notices:	PO Box 131, Moranbah, Qld 4744																																																
Commencement Date:	01 February 2023																																																
Renewal Date:	01 February 2024																																																
Eligibility:	A person is eligible to be covered under this policy while they satisfy the following: <ul style="list-style-type: none">• The person is a member of the Mining & Energy Union Qld or the CEPU, or the AMWU; and• The person is employed to work at the Goonyella Riverside Mine.																																																
Temporary Total Disability Benefit:	85 % of Insured Income, subject to the limits set out in the section below "Maximum Benefit"																																																
Temporary Total Partial Disability Benefit:	As per Table of Events																																																
Benefit Period:	Insured Persons aged 16 to 64 - Maximum 104 weeks for all claims Insured Persons aged 65 and over for which Injury maximum claim benefit period is 26 weeks and Sickness maximum claim benefit period is 13 weeks or 68 th birthday, whichever comes first. Mental Health claims are to a maximum 26 weeks																																																
Elimination Period:	14 days each and every claim except if hospitalized for the first 48 hours from the point of manifestation then nil.																																																
Maximum Benefit:	85% of Income to a maximum \$2,300 Per Week																																																
Premium Rate:	<table><thead><tr><th>Weekly Benefit</th><th>Age 40+</th><th>Age 30-39</th><th>Age under 29</th></tr></thead><tbody><tr><td>\$1,300.00</td><td>\$53.56</td><td>\$40.17</td><td>\$34.45</td></tr><tr><td>\$1,400.00</td><td>\$57.68</td><td>\$43.26</td><td>\$37.10</td></tr><tr><td>\$1,500.00</td><td>\$61.80</td><td>\$46.35</td><td>\$39.75</td></tr><tr><td>\$1,600.00</td><td>\$65.92</td><td>\$49.44</td><td>\$42.40</td></tr><tr><td>\$1,700.00</td><td>\$70.04</td><td>\$52.53</td><td>\$45.05</td></tr><tr><td>\$1,800.00</td><td>\$74.16</td><td>\$55.62</td><td>\$47.70</td></tr><tr><td>\$1,900.00</td><td>\$78.28</td><td>\$58.71</td><td>\$50.35</td></tr><tr><td>\$2,000.00</td><td>\$82.40</td><td>\$61.80</td><td>\$53.00</td></tr><tr><td>\$2,100.00</td><td>\$86.52</td><td>\$64.89</td><td>\$55.65</td></tr><tr><td>\$2,200.00</td><td>\$90.64</td><td>\$67.98</td><td>\$58.30</td></tr><tr><td>\$2,300.00</td><td>\$94.76</td><td>\$71.07</td><td>\$60.95</td></tr></tbody></table>	Weekly Benefit	Age 40+	Age 30-39	Age under 29	\$1,300.00	\$53.56	\$40.17	\$34.45	\$1,400.00	\$57.68	\$43.26	\$37.10	\$1,500.00	\$61.80	\$46.35	\$39.75	\$1,600.00	\$65.92	\$49.44	\$42.40	\$1,700.00	\$70.04	\$52.53	\$45.05	\$1,800.00	\$74.16	\$55.62	\$47.70	\$1,900.00	\$78.28	\$58.71	\$50.35	\$2,000.00	\$82.40	\$61.80	\$53.00	\$2,100.00	\$86.52	\$64.89	\$55.65	\$2,200.00	\$90.64	\$67.98	\$58.30	\$2,300.00	\$94.76	\$71.07	\$60.95
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Takeover Provision:	Underwriters agree that any Insured Person already with continuous cover under AMP Life Policy Number GL60587 –SC as at 01/01/2017 will be covered for any Pre-Existing Condition that manifested since joining the Mining & Energy Union Goonyella Riverside Lodge as detailed on the Master List provided. In respect of those Insured Persons who are AMWU or CEPU members, they are covered for any Pre-Existing Condition that manifested since joining the previous AMP Policy Number GL60587 however in these circumstances it is the Insured Person's responsibility to show they had continuous cover prior to the condition manifestation date as part of their claim.																																																

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POLICY WORDING

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 to take reasonable care not to misrepresent

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to take reasonable care not to make a misrepresentation.

What this means is that you must take care to ensure the accuracy of any information you provide to us, as our decision whether to enter into a contract with you, and if so on what terms, will be based on the information you provide.

Your duty includes:

- Giving honest, accurate and complete answers to any questions we ask;
- Making reasonable enquiries to determine the accuracy of any information you give to us; and
- Taking care to ensure that any representation you make to us is accurate.

Every person who is insured under the policy must comply with this duty at the commencement of the policy and when you renew, vary, extend, reinstate or replace the policy. If you or any person who is insured under the policy do not comply with this duty and fail to take care to ensure the accuracy of any representation made to us, we may cancel the policy, reduce the amount we pay if you make a Claim, or decline a Claim. If you breach this duty fraudulently, we may avoid the policy altogether and treat it as if it never existed.

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 subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice.

Complaints Procedure

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 Claims Management Australasia in the first instance:

Complaints Officer

Claims Management Australia Pty Ltd

PO Box 6009, Dural Delivery Centre, NSW 2158

Telephone 1300 133 903 during business hours

Email info@claimsmanagers.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:

Claims Management Australia Pty Ltd
PO Box 6009, Dural Delivery Centre, NSW 2158
Telephone 1300 133 903 during business hours
Email info@claimsmanagers.com.au

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 (Enhancing Privacy Protection) Act 2012 (the Act). This sets out basic standards relating to the collection, use, disclosure and handling of personal information. Our Privacy Policy, available by calling your broker, sets out how:

- we protect your personal information;
- you may access your personal information;
- you may correct your personal information held by us;
- you may complain about a breach of the Privacy Principles or Registered Privacy Code and how we will deal with such a complaint.

We, and our agents, need to collect, use and disclose your personal information in order to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim. You can choose not to provide us with some of the details or all of your personal information, but this may affect our ability to provide the cover, administer the insurance or assess a claim.

We may disclose your personal information to third parties who assist us in providing the above services. These parties (which include our related entities, distributors, agents, insurers (including reinsurers) and service providers) will only use the personal information for the purposes we provided it to them for (unless otherwise required by law). It is likely that the information will be disclosed overseas to the United Kingdom.

Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your representatives or co-insureds). If you provide information for another person you represent to us that:

- you have the authority from them to do so and it is as if they provided it to us;
- you have made them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

You are entitled to access your information if you wish and request correction if required. You may also opt out of receiving materials sent by us by contacting your broker.

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.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means:

- 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

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 to North Korea, Iran or Cuba or any other overseas travel exceeding three months.
14. Any depression, anxiety, stress, mental, nervous, psychological, psychiatric or psychosomatic disorder(s) unless the Insured Person is being treated by a psychiatrist, psychologist or similar specialist and for which the maximum weekly benefit period is 13 weeks.
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 Maximum Benefit 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 6.(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 67th Birthday.

8. **Cyber Risks**

Any benefits for **Injury** or **Sickness** due to:

- i. the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above

are payable.

Any benefits for **Injury** or **Sickness** caused by or arising out of a **Cyber Act** or a **Cyber Incident** are payable, subject to the terms, conditions, limitations and exclusions of this policy.

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 of 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 Mining & Energy Union;
- (f) the Insured Persons 68th 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
Email info@claimsmanagers.com.au
- (b) We may have the Inured 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. **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.

11. **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.

12. **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.

13. **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 Claims Management Australia 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 Claims Management Australia 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.

THE EVENTS	THE COMPENSATION
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. During such Disablement: (a) 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.

THE EVENTS	THE COMPENSATION
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. During such Disablement: (a) 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.