



Group Personal Accident & Sickness Insurance

Cover for Contractors

Solo and Smart Pty Ltd

**Product Disclosure Statement
and Policy Wording**

Version Number 5

Tailored Underwriting is a division of Cerberos Brokers Pty Ltd ABN 61 106 769 886, AFSL 260668. Tailored Underwriting arrange policies for and on behalf of certain Underwriters at Lloyd's and acts under a binding authority given to it by the Insurer to administer and issue policies, alterations and renewals. In all aspects of this policy Tailored Underwriting acts on behalf of the Insurer and not for you. Tailored Underwriting are not the Insurer for this contract and they are not liable for any loss or claim. The Underwriters are clearly shown on the Schedule.

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Group Personal Accident and Sickness Insurance

PART A

Product Disclosure Statement dated 01/11/2019

The Insurers

The **Insurers** of this product are Certain **Underwriters** at Lloyd's whose definitive numbers and the proportions underwritten by them, which will be supplied on application and in consideration of the premium specified herein, the said **Underwriters** are hereby bound, severally and not jointly, each for his own part and not one for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Tailored Underwriting

Tailored Underwriting is a division of Cerberos Brokers Pty Ltd ABN 61 106 769 886, AFSL 26066 (hereinafter Tailored Underwriting) are the appointed **Insurer** intermediary. In arranging this insurance Tailored Underwriting are acting as agent for the **Insurer** and not as **Your** agent. Tailored Underwriting are not the **Underwriters** for this contract and they are not liable for any loss or claim. The **Underwriters** are clearly shown on the **Schedule**.

Phone 1300 880 306

Fax (07) 3088 2079

Post P O Box 1305, Spring Hill, Qld 4004

General Advice

Any advice that may be contained within this PDS does not take into account an individual's personal objectives, financial situation or needs. Each person, when considering if this product is appropriate, should decide if the limits, type and level of cover are suitable for their own individual circumstances. **Your** insurance adviser can usually assist **You**.

The Insurance

This Policy has 2 Sections of Cover. They are for:

- A. Weekly Benefits arising from Disablement caused directly and solely by **Injury** or by **Sickness**.
- B. Lump Sum Benefits resulting from **Accidental Injury** Only.

Your Insurance Adviser can provide **You** with further details to explain or advise on the cover, which applies to **You**. It may be Personal **Accident** only or Personal **Accident** and **Sickness** cover.

The purpose of this Product Disclosure Statement (PDS)

This PDS is an important document. It provides general information on this Insurance to assist **You** to compare **Our** product and make an informed decision about this product. **You** should also refer to **Our** Certificate Wording, which follows on from this PDS for a legal explanation of **Our** cover, terms, definitions and limits and is to be relied upon when determining the cover provided. This PDS is for the benefit of **Our** Retail Clients as defined under Government legislation. **You** should read this information before **You** make any decision in regards to this cover.

How to arrange cover

Complete **Our** Proposal form and any associated forms. **We** will advise **Your** insurance adviser of **Underwriter's** terms and whether they are able to provide cover for **You**. They will advise **You** on the process to accept **Our** offer. When **You** apply for this insurance, **We** rely on the details **You** provide to **Us** in **Our** Proposal form as the basis of **Your** application for insurance. **We** will use all the information **You** supply to decide on the cover and the terms of cover **We** are able to provide. **We** provide cover for the **Insured Person** in accordance with the Certificate Wording and other documents including the most relevant **Schedules** of Cover that **We** issue to **You** which confirms the cover provided. The Certificate of Insurance and **Schedule** of Cover will contain important information relating to **Your** insurance, including the **Period of Insurance**, **Your** premium, the cover and limits applying to particular covers, and whether any standard terms are varied by way of endorsement. All of these documents, when read together, define the insurance cover **We** provide.

Reading and storing Your Insurance documents

It is very important that **You** read carefully and understand all documents **You** receive and keep them in a safe place for future reference.

Contacting Us

You are represented by an insurance adviser who deals directly with **Us**. **You** should direct all of **Your** correspondence to **Us** through this adviser, as they are **Your** Agent for this insurance. When **We** are dealing directly with **You**, for example with a claim, **You** may contact **Us** as shown on **Our** claim form or this wording.

Your Duty of Disclosure

When **We** provide Insurance terms for **You**, whether for a new policy, renewal of a policy or changes to or reinstatement of **Your** policy, **We** rely on the information **You** provide to **Us**. **You** must tell **Us** anything that **You** know, or should know, that could affect **Our** decision in providing this insurance. Refer to **Our** wording for further details on **Your** Duty of Disclosure and **Our** rights if **You** do not comply with **Your** duty. For further information, refer to page 7.

Privacy

We handle **Your** personal information with care. **We** collect this information about **You** so that **We** can provide **You** with insurance products and a claims service. **You** can access **Our** Privacy Policy on request. For further information, refer to page 7.

If you have a dispute

We have an Internal Dispute resolution process to assist **You**. For further information, refer to page 8.

General Insurance Code of Practice

The General Insurance Code of Practice is a self-regulatory code that aims to raise the standards of practice and service in the insurance industry. For further information, refer to page 8 of this policy document.

Cooling off Period or early cancellation of cover

If **You** decide that **You** do not require this policy, **You** may be able to cancel this policy and receive a refund. **You** cannot return the policy if it has already expired or if **You** have made or circumstances have occurred where **You** may make a claim under the policy. For further information, refer to page 8 of this policy document.

Insurance costs and charges

Typical costs, fees and charges, payments referred to in this Insurance cover are set out below;

Premium	The amount of money You pay to the Underwriters for the Insurance cover
Stamp Duty	Statutory charges You pay Us and We pay to the relevant Government Authority
GST	As a registered business with an ABN number and ITC entitlements You can claim Your relevant percentage on Your BAS
Brokers and or Agents fees and commissions	The amount of money paid to Insurance Intermediaries as a servicing fee to arrange this cover and for ongoing management costs.
Excess Period	Under Section A, Weekly Benefits, the period of time following an Injury or Sickness before We pay a Weekly Benefit Amount. The Excess Period is shown on Your Schedule of Cover that We issue to You . The usual minimum period for disablement (as confirmed by Your doctor) arising from Injury is 14 days. The usual minimum period for disablement (as confirmed by Your doctor) arising from Sickness , Illness or disease is 14 days.

Factors effecting the Premium You pay

Your exposure to risk directly affects the premium **We** charge **You**. **We** measure this exposure by considering;

- The number of persons covered by the policy
- The amount of cover **You** select and **We** provide
- The size of the excess which applies to claims
- The age of persons covered by the policy
- The risk of a claim from the work and pleasure activities **You** engage in
- Other risk information provided to **Us** when this insurance is requested

Goods and Services Tax

The amount payable by **You** for this Policy includes an amount for GST.

It is not usual for GST to be paid on benefits under the policy. If **You** are registered for GST, any payments **We** make which include an amount for GST will be reduced by an amount of any ITC which **You** or the **Insured Person** is entitled to in regard to those payments.

Policyholder and Insured Person

We refer to both of these titles in **Our** wording. The **Policyholder** is the person or entity in whose name **We** issue the policy and pay the benefit to. The **Insured Person** is the person about whom **We** pay the benefit. Often they are one and the same except for a group or scheme where there is more than one **Insured Person** on a policy arranged by a **Policyholder**.

Group or Scheme Policies

If **You** are covered under this policy as a member of a group or as part of a scheme where there are a number of other **Insured Persons**, the limits of liability may have the effect of reducing the settlement amount each individual **Insured Person** may receive should there be multiple claims payable under the policy which would otherwise result in the aggregate limits of liability being exceeded. These Group or Scheme Policies may contain non-standard benefits or options for **Insured Persons**. The policy cover which applies to the Group or Scheme to which **You** belong, may include or exclude Sections or Parts of cover available under these policies. **Your** Insurance Adviser can provide **You** with further details to explain or advise on the cover which applies to **Your** Group or Scheme.

Definitions: refer pages 13 and 14 for a list of the words or phrases which have a specific meaning

Summary of Cover

(Read the full terms, conditions and exclusions of the following Policy for a full explanation of the cover)

By way of summary, either **Injury** Cover, or **Injury** and **Sickness** Cover can be chosen. **Sickness** Cover is not available on its own. These covers provide:

- **Injury Cover** – if an **Insured Person** suffers a defined **Injury** (which must occur during the **Period of Insurance** and Scope of Cover) and this solely results in one of the covered Events set out in the Table of Benefits occurring within 12 consecutive calendar months of the **Insured Person's Injury**, **We** will pay the

Insured Person (or such other persons **We** specify in the policy) the applicable lump sum or Weekly Compensation listed for the relevant condition.

- **Sickness Cover** – if an **Insured Person** suffers a defined **Sickness** (which must first occur or manifest during the **Period of Insurance** and Scope of Cover) and this solely and independently results in the **Insured Person** being Temporarily Totally Disabled within 12 consecutive calendar months of the **Sickness** first occurring or manifesting itself, **We** will pay the **Insured Person** (or such other persons **We** specify in the policy) the a Weekly Compensation specified in the table of benefits for the disability.

Some Additional Benefits for Disappearance, Exposure and Rehabilitation & Return to Work Assistance are provided.

Weekly Benefits are paid fortnightly in arrears through Solo and Smart.

Other Significant Matters

1. When **We** pay a Weekly Benefit Amount, **We** usually pay up to a maximum of 104 weeks of benefit from the date of the **Accident** or **Sickness**, less the applicable **Excess Period**. The policy **Schedule We** issue to **You** will indicate if **We** have provided a shorter or longer period.
2. **We** only pay a lump sum Benefit Amount for one Event. If in an **Accident** your **Injury** results in several Events being involved, **We** will pay the highest of the applicable Events for which **You** qualify.
3. If **We** pay a 100% Benefit Amount under an Event, cover under the policy ceases for the **Insured Person**

Some common exclusions to Section A and or B

Section A and or Section B of this insurance does not pay any benefit when the **Injury** or **Sickness**, regardless of any contributory causes, is directly or indirectly as a result of self-inflicted causes or resulting from a criminal or illegal act, war risks, HIV or variances to that, alcohol or drug related matters, nuclear risks, terrorism involving the use or release or the threat thereof of any nuclear **Weapon** or device or chemical or biological agent, pregnancy or childbirth other than unexpected complications, pre- existing conditions of **Injury** or **Sickness**.

Other important considerations include

1. Please read all information carefully to make sure that **You** understand the cover and limitations.
2. All cover is subject to the payment of premium and the terms, conditions and exclusions of the insurance **We** issue to **You**.
3. Cover ceases when **You** attain the age of 65 years or another age if **We** have agreed in writing to another age limit.
4. **You** must tell **Us** about particulars of all other similar policies, cover, schemes or entitlements **You** have or have access to which can pay a similar benefit to **You** as this insurance.
5. **We** do not provide cover for **You** when **You** claim for an **Injury, Sickness**, event or happening which relates to a time prior to when this insurance came in to effect.

Payment of Premium and Due Dates

Unless **We** receive the premium due for this insurance by the due date it is to be paid to **Us**, cover under this insurance will be cancelled and **You** will be uninsured. If **You** have a claim before this due date and premium is yet to be paid to **Us**, then **We** would require payment of the premium before **We** would pay a claim.

This insurance can not pay a claim when

- The cover, limits, exclusions or conditions of this insurance prevent **Us** from doing so
- When the **Accident, Sickness**, event, loss, damage or expense is not covered by this insurance or the terms of the cover exclude, restrict or limit cover
- **We** may decline to pay a claim in accordance with **Our** rights to do so
- A Benefit Amount is not payable for an **Injury** under the **Sickness** events
- A Benefit Amount is not payable for a **Sickness** under the **Injury** events

If something occurs which may result in a claim under this insurance, **You** must

- Contact **Us** as soon as possible
- Seek advice from a doctor

In making a claim **You** agree to

- At any time, allow **Us** to have **You** examined by a doctor of **Our** choice
- Follow the direction and advice of the doctor or other professional advisers on medical and rehabilitation types of matters which **We** may agree to
- Provide to **Us** all proof, information and assistance **We** request from **You**
- Allow **Us**, at **Our** direction, to seek recovery of any benefits paid to **You** where they are recoverable from other sources

We will

- Manage **Your** claim on behalf of the **Insurers**
- Liaise with **You** in the progress of this claim and **Your** recovery
- If necessary require **You** to be evaluated by doctors to determine **Your** medical status

We may refuse to pay a claim or reduce the amount **We** pay when

- The time of the **Injury** or **Sickness** is below the **Excess Period** of the cover for weekly Benefit Amount payments
- This insurance does not cover the circumstances of the **Injury** or **Sickness**
- They have a legal right to not pay

Obligations

We provide insurance cover to you based on the information **You** provide to **Us**. If circumstances change, which could result in an increase of risk to **Us** in providing this insurance cover, **You** need to tell **Us** about these changed circumstances. **You** should do this in writing when

- Complying with **Your** Duty of Disclosure

Or advising **Us** of

- Significant changes, to **Your** activities or health or to the information provided to **Us**
- Any pre-existing **Injury**, **Sickness** or condition likely to lead to a claim before **You** take out this insurance
- Any other insurance cover or arrangement which may provide similar cover in whole or part as this insurance
- All matters which may result in a claim against this insurance

Other obligations include

- Paying the premium and other amounts payable to **Us** before the due date otherwise cover ceases.
- Taking all reasonable precautions to prevent or minimise **Injury** or **Sickness**
- Complying with the requirements of the cover as contained in **Your** insurance Certificate documents

Group Personal Accident and Sickness Insurance

PART B: Policy Wording

Important Information

Your Duty of Disclosure

When you apply for insurance, you need to tell us certain information which would affect our decision to insure you. If you do not give us this information, it may affect your Policy. The duty of disclosure appears in full below. Please ensure you read this carefully.

The duty of disclosure notice will also appear on your renewal invitation and the duty of disclosure also applies to any endorsements or variations you request.

Before you enter into an insurance contract you have a duty of disclosure under the *Insurance Contracts Act 1984*.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you, vary or endorse the insurance contract.

When renewing your insurance contract we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You have this duty until we agree to renew the insurance contract.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Need further information

Your Insurance Adviser has arranged this insurance for **You**, on **Your** behalf. If **You** have any questions or need further information concerning **Your** insurances, **You** should contact them to assist **You** with **Your** enquiry.

Reading & storing Your Insurance documents

It is very important that **You** read carefully and understand all documents **You** receive and keep them in a safe place for future reference.

Contacting Us

You are represented by an Insurance Adviser who deals directly with **Us**. **You** should direct all of **Your** correspondence to **Us** through this Adviser as they are **Your** Agent for this insurance. When **We** are dealing directly with **You**, for example with a claim, **You** may contact **Us** as shown on **Our** claim form or on the back page of this wording.

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** or the Insured 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:

Lloyd's Australia Ltd
Level 9, 1 O'Connell Street, Sydney, NSW 2000.
Telephone: 02 8298 0783
Fax: 02 8298 0788

Lloyd's Australia will respond in writing within fifteen (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**.

If You have a dispute

This policy is Insurance Council of Australia's Code of Practice compliant, apart from any claims adjusted outside of Australia. Any enquiry or complaint relating to this insurance should be referred via the Complaints Manager at Tailored Underwriting (see contact details on page 3) in the first instance who will attend to the complaint within 15 working days. If this does not resolve the matter or **You** are not satisfied with the way a complaint has been dealt with, **You** should write to:

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

Telephone Number: (02) 8298 0783

Facsimile Number: (02) 8298 0788

If **Your** dispute remains unresolved **You** may be referred to the Australian Financial Complaints Authority. 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.

General Insurance Code of Practice

The General Insurance Code of Practice is a self-regulatory code that aims to raise the standards of practice and service in the insurance industry. The Code applies to general **Insurers** who write certain domestic and personal classes of insurance including home, motor, and personal **Accident** and **Sickness** insurance. The General Insurance Code of Practice describes standards of good practice and service to be met by General Insurance Companies. As part of **Our** commitment to serving **You**, Lloyd's have adopted the Code of Practice. Further information on the Code is available from **Us**.

Cooling off Period

If **You** decide that **You** do not require this Certificate, **You** have fourteen (14) days from the earlier of, the date the Certificate was confirmed to **You** or from the end of the 5th day after the day on which the Certificate was issued by **Us**, to change **Your** mind. **You** must tell **Us** in writing that **You** wish to return the Certificate and have the premium repaid.

If **You** do so, **We** will terminate the Certificate from the time **You** notify **Us**. **We** may retain **Our** reasonable administration and transaction costs and a short term premium. **You** cannot return the Certificate if it has already expired or if **You** have made or circumstances have occurred where **You** may make a claim under the Certificate.

EXTENT OF COVER

This Insurance applies to the **Insured Persons** named or described in the **Schedule** and is limited to activities that fall within the Scope of Cover detailed in the **Schedule** and not otherwise specifically excluded.

If, as a result solely and directly of:

1. **Injury**, the **Insured Person** suffers **Temporary Total Disablement** or **Temporary Partial Disablement** or any of the Conditions set out in the Table of Conditions; or
2. **Sickness**, the **Insured Person** suffers **Temporary Total Disablement** or **Temporary Partial Disablement**;

The **Insurer** will pay the Benefit set out. However, Disablement must occur within twelve (12) months of the date of the **Accident** giving rise to the **Injury** or of the date the **Sickness** first declared itself (as the case may be).

TABLE OF CONDITIONS

THE CONDITION

THE BENEFIT

Section A. Weekly Benefits

- | | |
|--|---|
| 1.1 Temporary Total Disablement caused directly and solely by Injury | For each week of Total Disablement, the Weekly Benefit stated in the Schedule or the percentage of the Insured Person's Earnings stated in the Schedule (whichever is the lesser) payable for up to the maximum benefit period stated in the Schedule . |
| 1.2 Temporary Total Disablement caused directly and solely by Sickness | For each week of Total Disablement, the Weekly Benefit stated in the Schedule of the percentage of the Insured Person's Earnings stated in the Schedule (whichever is the lesser) payable for up to the maximum benefit period stated in the Schedule . |
| 2. Temporary Partial Disablement caused directly and solely by Injury or Sickness | For each week of Partial Disablement, the difference between the Insured Person's Temporary Total Disablement Benefit as stated in Section A 1.1 or 1.2 above and the reduced amount the Insured Person is earning as a direct result of Temporary Partial Disablement , payable up to the maximum benefit period stated in the Schedule when combined with any benefit paid for the same condition under Section A 1.1 or 1.2 above. |

Section B. Lump Sum Benefits

As a result of Injury Only

The percentage of Lump Sum Insured stated in the Schedule as indicated hereunder:

1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable paralysis of all limbs.	100%
4. Permanent Total Loss of sight of both eyes.	100%
5. Permanent Total Loss of sight of one eye.	100%
6. Permanent Total Loss of Use of two limbs.	100%
7. Permanent Total Loss of Use of one limb.	100%
8. Permanent and incurable insanity.	100%
9. Permanent Total Loss of hearing in	
(a) both ears	75%
(b) one ear	15%
10. Permanent Total loss of the lens of one eye	50%
11. Permanent Total Loss of four fingers and thumb of either hand	70%
12. Permanent Total Loss of four fingers of either hand	40%
13. Permanent Total Loss of Use of one thumb of either hand	
(a) both joints	30%
(b) one joint	15%
14. Permanent Total Loss of Use of fingers of either hand	
(a) three joints	10%
(b) two joints	7.5%
(c) one joint	5%
15. Permanent Total Loss of Use of toes of either foot	
(a) all – one foot	15%
(b) great – both joints	5%
(c) great – one joint	3%
(d) other than great, each one	1%
16. Fractured leg or patella with established non-union	10%
17. Shortening of leg by at least 5cm	7.5%

ADDITIONAL BENEFITS

1. **Exposure**

If as a result of an **Injury** occurring during the **Period of Insurance** the **Insured Person** is exposed to the elements and suffers from any of the Conditions set out in the Table of Conditions as a direct result of that exposure, the **Insurer** will pay Benefits accordingly.

2. **Disappearance**

If the **Insured Person** disappears following the disappearance, sinking or wrecking during the **Period of Insurance** of a conveyance in which the **Insured Person** was then travelling and the body has not been found within one (1) year after the date of disappearance, the **Insurer** will pay a Benefit on the assumption that the **Insured Person** died as a result of an **Injury** at the time of the disappearance, sinking wrecking of the conveyance.

3. **Rehabilitation and Return to Work Assistance**

In the event of **Temporary Total Disablement** or **Temporary Partial Disablement** as a result of an **Accident** or **Sickness**, assistance is available in such areas as arranging counselling, advice from an approved vocational school, a family councillor, professional assistance, necessary special equipment or treatment or modifications to the home or workplace. Such expense must be as a direct result of the **Injury** or the **Sickness**, not recoverable from any other source, have the prior approval by the **Insurer** and be deemed necessary to aid the return to work by the treating medical practitioner or the professional rehabilitation coordinator.

This Benefit is limited to the lesser of the expected **Temporary Total Disablement** claim amount or 13 weeks of **Temporary Total Disablement** benefits and is intended to top-up the Insured's Sponsored Rehabilitation Program or provide assistance for items deemed necessary but not provided for in the Insured's Sponsored Rehabilitation Program.

4. **Escalation Benefit**

Whenever a **Temporary Total Disablement** Benefit has been paid continuously for 12 months, the weekly benefit will be increased from the expiration of the fifty-second week for as long as the benefit continues to be payable (up to a maximum period of 104 weeks) without interruption by whichever is the lesser of 5% or the percentage by which the index figure of the Consumer Price Index (CPI), weighted average of eight Australian

capital cities combined, last published by the Australian Bureau of Statistics exceed the figure so published one year previously. If the Consumer Price Index is negative, no increase in the weekly benefit will apply.

5. **Funeral Expenses**

If as a result of an **Injury** occurring during the **Period of Insurance** the **Insured Person** dies, the **Underwriters** will pay the actual cost of an **Insured Person's** funeral including where necessary the cost of returning the **Insured Person's** body or ashes to his/her home town or \$10,000 whichever is the lesser.

EXCLUSIONS

No Benefits are payable under this Insurance for any Conditions resulting from **Injury** or **Sickness** which:

1. is a **Pre-existing Condition** as herein defined;
2. is deliberately self-inflicted or intentionally caused by the **Insured Person**
3. is a neurosis, psycho-neurosis, psychosis, mental, emotional, fatigue, stress or anxiety condition disease or disorder or any condition which is a consequence of the treatment of any of these conditions;
4. no benefits are payable under this Insurance for any Conditions resulting from, traceable to or accelerated by **Injury** or **Sickness** which occurs as a result of long term alcohol or drug use (other than a drug taken or administered by or in accordance with the advice of a duly qualified Medical Practitioner) and/or is caused by the **Insured Person** being under the influence of intoxicating liquor or a drug (other than a drug taken or administered by or in accordance with the advice of a duly qualified Medical Practitioner).
5. results from a criminal act committed by the **Insured Person** or a beneficiary of their benefits under this Insurance;
6. (i) ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

(ii). The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

7. War, Terrorism and Mass Destruction and other Exclusions

Notwithstanding any provision to the contrary within this **Policy**, or any endorsement thereto, it is agreed that this Policy excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense:

- 7.1 War, hostilities or warlike operations (whether war be declared or not),
- 7.2 Invasion,
- 7.3 Act of an enemy foreign to the nationality of the **Insured Person** or the country in, or over, which the act occurs,
- 7.4 Civil War,
- 7.5 Riot,
- 7.6 Rebellion,
- 7.7 Insurrection,
- 7.8 Revolution,
- 7.9 Overthrow of the legally constituted government,
- 7.10 Civil commotion assuming the proportions of, or amounting to, an uprising,
- 7.11 Military or usurped power,
- 7.12 Explosions of war weapons,
- 7.13 Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,
- 7.14 Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether war be declared with that state or not,
- 7.15 Terrorist activity.

For the purpose of this exclusion Clause 7:

- (i) "Terrorist activity" means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but is not limited to, the actual use of force or violence and/or threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

- (ii) "Utilisation of Nuclear weapons of mass destruction" means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- (iii) "Utilisation of Chemical weapons of mass destruction" means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- (iv) "Utilisation of Biological weapons of mass destruction" means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon pursuant to this exclusion Clause 7 is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of Sub-Clause 7.1 to 7.15 above.
In the event any portion of this exclusion Clause 7 is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 8. results from engaging in air travel or aerial activities except as a passenger in any properly licensed aircraft;
- 9. cause Death or disablement directly caused by or resulting from **Insured Person(s)** engaging in hazardous and/or sporting activities including but not limited to football of any code, boxing, rodeo activities, wrestling, martial arts, racing of any kind (other than of foot), motorsports of any kind, polo, water skiing, scuba diving or other underwater activities, parachuting, parasailing, hang gliding, or other aerial activities, ski jumping, snow or ice sports, grass skiing, mountaineering, bungee jumping, abseiling, caving, shooting or training for or participating in professional sport of any kind.
- 10. is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) Disease or Human Immunodeficiency Virus (H.I.V.) infection;
- 11. is attributable wholly or partly to childbirth or pregnancy or the complications of these;

GENERAL CONDITIONS

- 1. No Benefits are payable for any of the Conditions set out in the Table of Conditions where the Condition is directly or indirectly resulting from the **Insured Person's** failure to obtain, follow and continue to follow medical advice from a qualified medical practitioner.
- 2. Benefit Payments will cease if after a claim has been accepted the **Insured Person** stops following medical advice or refuses or delays medical treatment (other than experimental treatment), which in the opinion of an independent medical practitioner could reduce the period of disablement.
- 3. All Weekly Benefits shall be paid in arrears.
- 4. All Benefits shall be paid to the **Insured Person** or to their legal personal representative.
- 5. The **Insurer** will pay one-seventh (1/7th) of the Weekly Benefit for each day of Disablement.
- 6. Weekly Benefits will be reduced by any other benefits or compensation the **Insured Person** is entitled to receive or entitled to claim for lost income (whether a periodical payment, lump sum or otherwise but not including any payment in respect of pain and suffering) from any other source as a result of the same condition. If the **Insured Person** surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or in part), the total amount of benefits under this Insurance will reduce by the amount of payment to which the **Insured Person** would have been entitled or had the right to claim. Benefits or entitlements received from other sources after Weekly Benefits have been paid under this Insurance must be refunded by the **Insured Person** to the **Insurer**.
- 7. No Weekly Benefits will be paid if the **Insured Person** does not actively and continuously pursue all benefits or compensation from all other sources except sick leave entitlements as detailed below.
- 8. No Weekly Benefits will be paid for the period the **Insured Person** receives sick leave payments from an employer. The **Insured Person** is not required to exhaust all sick leave entitlements prior to claiming under this insurance.
- 9. No Weekly Benefits shall be payable for Disablement during the **Excess Period** stated in the **Schedule**.
- 10. Benefits shall not be payable for more than one of the Conditions B1 to B17 in respect of the same Condition, in which case the highest Benefits will be payable.
- 11. Any Benefits payable for Conditions B1 to B17 shall be reduced by any sum already paid for Condition A1 or A2 in respect of the same **Injury**.

12. An **Insured Person** must give written notice of claim to the **Underwriting Agent** within thirty (30) days after the occurrence of any circumstances which may give rise to a claim or as soon thereafter as is reasonably possible.
- Upon receipt of a notice of claim, the **Underwriting Agents** shall provide the usual claim form for completion. The **Insurer** shall not be liable to make any payment under this Insurance unless the claim form is properly completed and all information reasonably required by the **Underwriting Agents** has been furnished at the expense of the **Insured Person**.
13. If the **Insured Person** suffers a recurrence of an **Injury** or **Sickness** while this Insurance is still in force for which they have claimed **Temporary Total Disablement** benefits, the recurrence shall be treated as the same claim unless there has been a period exceeding 6 months since they were last disabled and unable to attend their usual occupation, business or duties.
14. The **Insurer** may at their own expense conduct any medical examination or examinations or arrange for an autopsy to be carried out.
15. The total liability for all claims arising under this Insurance from any one event during the **Period of Insurance** shall not exceed the Aggregate Limit of Liability stated in the **Schedule**. In the event that claims made under this Insurance exceed the Aggregate Limit of Liability, then the amount by which claims exceed this limit will be proportionally reduced.
16. The **Policyholder** may only cancel this Insurance in respect of all **Insured Persons** during the **Period of Insurance** with the approval of the **Insurer**.
17. The **Insurer** may cancel the cover under this Insurance for an individual **Insured Person** in any of the circumstances set out in the Insurance Contracts Act 1984. If cancelled by the **Insurer**, a return of premium shall be calculated at a pro rata portion of premium, unless there has been a claim under this Insurance in which case a return of premiums shall be at the discretion of the **Insurer**
18. The **Insured Person** may cancel their cover under this Insurance by giving written notice to the **Underwriting Agent**. If cancelled by the **Insured Person** a return of premium shall be calculated at short period rates, unless there has been a claim by that **Insured Person** under this Insurance in which case a return of premiums shall be at the discretion of the **Insurer**.
19. Cover under this Insurance will cease immediately in respect of an **Insured Person** if:
- their premium payment is not made within 30 days from the date due other than as a result of inadvertent error on the part of the Insured;
 - they are paid Weekly Benefits for the maximum period stated in the **Schedule** or 100% of the Lump Sum Insured Benefit;
 - the **Insured Person** retires or stops actively seeking work;
 - the **Insured Person's** relationship with the **Policyholder** which made them eligible for cover under this insurance ceases. Cover will cease at the time they depart from work on the last day of service with the **Policyholder**. Service will be deemed to have ceased where the **Insured Person** does not have a guaranteed and identifiable date to recommence work via the **Policyholder** within the next 7 days. If the **Insured Person** has a guaranteed and identifiable date to recommence work within the next 7 days, then this cover will continue uninterrupted. If the period is greater than 7 days then the cover ceases and may recommence when they resume work;
 - the **Insured Person** dies;
 - the **Insured Person** reaches normal retirement age or age 65 whichever is the earlier.
20. Benefits shall cease to be payable, to an **Insured Person** on claim, under this Insurance if that **Insured Person**:
- becomes entitled to the payment of Weekly Benefits for the maximum period stated in the **Schedule**;
 - becomes entitled to the Lump Sum Benefit and they are paid a 100% of the Lump Sum Insured stated in the **Schedule**;
 - accepts early retirement or voluntary redundancy except if it is as a direct consequence of disablement which is a current, accepted claim under this Insurance;
 - dies, other than if Condition 1 under Section B, "Lump Sum Benefits", of this Policy is applicable;
 - reaches age 65 for any weekly **Sickness** benefit;
 - Reaches age 70 for any weekly **Accident** benefit;
 - is engaged in gainful work or occupation except if the work or occupation existed prior to the disablement and it is not related to or replacing the work for which benefits are being claimed under this Insurance;
 - returns to normal work or duties, or is cleared by the medical practitioner to return to normal work or duties whether such work is available or not.
21. If there is a breach of any of the Conditions of this Insurance, the **Insurer** shall be entitled to reject a claim. However a breach by an individual **Insured Person** will not affect the cover or claims of other **Insured Persons**.
22. The **Insurer** agrees that:

- a. 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 in Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- b. Any Summons notice or process to be served upon the **Underwriters** may be served upon:

Lloyd's Australia Ltd
 Level 9, 1 O'Connell Street, Sydney, NSW 2000.
 Telephone: 02 8298 0783
 Fax: 02 8298 0788

Who has authority to accept service and to enter an appearance on the **Underwriter's** behalf and who is directed at the request of the Insured to give a written undertaking to the insured that he will enter an appearance on the **Underwriter's** behalf. If a suit is instigated against any one of the **Underwriters**, all **Underwriters** hereon will abide by the final decision of such Court or any competent Appellate Court.

23. The **Insurer** is entitled to commence or take over legal proceedings in the **Insured Person's** name for the defence or settlement of any claim, or to sue or prosecute any other person to recover any monies payable by them at law. The **Insured Persons** must not take any action to prejudice any such right of recovery and must cooperate and do all things necessary to enable the recovery action to be prosecuted.
24. The **Underwriters** hereon agree that
 - (a) In the event of a dispute arising under this Policy, **Underwriters** at an **Insured Person's** request will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court
 - (b) Any summons notice or process to be served upon the **Underwriters** may be served upon:
 Lloyd's General Representative in Australia
 Level 9, 1 O'Connell Street,
 Sydney, NSW 2000.
 Australia

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

- (c) 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.

DEFINITIONS

For the purpose of this Insurance, the following important definitions apply:

"Accident" means a sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place during the **Period of Insurance** and independently of all other causes, results directly, immediately and solely in physical bodily **Injury**.

"Earnings" means the gross weekly income derived from the personal exertion of the **Insured Person** in their usual occupation via the **Policyholder**, after deducting any expenses necessarily incurred in deriving that income.

In all cases the **Earnings** amount upon which Benefits are calculated is limited to the lesser of the following:

- a. the **Insured Person's Earnings** (before deduction of income tax) received via the **Policyholder**, averaged over the twelve month period immediately preceding the disablement giving rise to the claim or if engaged less than 12 months, averaged over the number of weeks since first engaged until the disablement giving rise to the claim; or
- b. the **Insured Person's Earnings** (before deduction of income tax) received via the **Policyholder** upon which the premium for this insurance has been, will be or would have been calculated averaged over the twelve month period immediately preceding the disablement giving rise to the claim or if engaged less than 12 months, averaged over the number of weeks since first engaged until the disablement giving rise to the claim; or
- c. the **Insured Person's Earnings** (before deduction of income tax) that would have been received via the **Policyholder** during the period of disablement had such disablement not occurred.

In respect to seasonal workers or persons engaged for a fixed term contract Benefits are determined by the above definition for periods of disablement during the season or prior to the end of the contract. Limitation c) above will not apply to disablement that continues past the end of the season or the end of the contract. However Benefits for disablement that continues past the end of the season or the end of the contract will be limited to the lesser of 50% of **Earnings** during the season or prior to the end of the contract or \$200 per week.

"Effective Date of Individual Cover" means for each **Insured Person** is at the latter of the commencement of the **Period of Insurance** stated in the **Schedule** or the time they arrive for work on the first day of service via the **Policyholder**. Cover continues on a 24 hour a day basis or as stated in the Scope of Cover in the **Schedule** for as long as they are engaged via the **Policyholder**, provided this insurance is still in force and the premiums in respect to that **Insured Person** are being paid, until cover ceases as set out in the General Conditions.

"Excess Period" is the period (of consecutive days) stated in the **Schedule** during which no Benefits are payable for Temporary Total or Partial Disablement, commencing on the first day of Disablement after medical treatment is sought for the **Injury** or **Sickness**.

“Injury” means an identifiable physical bodily **Injury** resulting from an **Accident** and which results in **Temporary Total Disablement** or **Temporary Partial Disablement** or any of the Conditions set out in the Table of Conditions within 12 months of the date thereof. **Injury** does not include:

- a. Any consequences of an **Injury** that are ordinarily described as being a **Sickness**, illness or disease;
- b. An aggravation of a pre-existing **Injury** or other **Pre-existing Condition**;
- c. Any degenerative condition.

“Insurer” or **“Underwriter(s) / We / Our”** means certain **Underwriters** at Lloyd’s of London.

“Insured Person / You / Your” is the **Insured Person** named or described in the **Schedule**.

“Loss Of Use” means loss of, by physical severance, or total and permanent loss of the effective use of the part of the body referred to in the Table of Conditions.

“Period of Insurance” means:

In respect of the **Policyholder**, the **Period of Insurance** stated in the **Schedule**, or:

In respect of an **Insured Person**, the period from the **Effective Date of Individual Cover** to the end of the **Period of Insurance** stated in the **Schedule**.

Permanent Total Disablement” means disablement resulting from an **Injury** and which has lasted for at least twelve (12) months from the date of such **Injury** and which thereafter is beyond hope of improvement and which entirely prevents the **Insured Person** from engaging in any occupation for which they may be suited by way of their education, training or experience.

“Pre-existing Condition” means any medical condition, side-effect or symptoms of a condition which the **Insured Person** was aware of, or for which the **Insured Person** has received medical attention, sought or received treatment, undergone tests or taken prescribed medication prior to that **Insured Person’s ‘Effective Date of Individual Cover’** under this Insurance. **Pre-existing Conditions** also include any chronic, congenital or degenerative conditions diagnosed and known to the **Insured Person** at the **Effective Date of Individual Cover** under this Insurance, whether currently being treated or not.

In the case of medical conditions contributed to or aggravated by such **Pre-existing Conditions** the Weekly Benefit amount and/or the period for which benefits are payable will be decreased by the same proportion which in the view of an independent qualified medical practitioner the **Pre-existing Condition** contributed to or aggravated the new condition.

“Policyholder” means the **Policyholder** named in the **Schedule**.

“Schedule” means the current **Schedule** of particulars attaching to and forming part of this policy.

“Sickness” means illness or disease of the **Insured Person** which declares itself during the **Period of Insurance** and which results in **Temporary Total Disablement** or **Temporary Partial Disablement** within 12 months after declaring itself.

“Temporary Total Disablement” means, while the **Insured Person** continues to be engaged via the **Policyholder**, disablement which entirely prevents the **Insured Person** from engaging in any occupation for which they may be suited by way of their education, training or experience.

In this instance the **Insured Person** must be under the regular care of and acting in accordance with the instructions or professional advice from a registered and legally qualified medical practitioner.

“Temporary Partial Disablement” means disablement which entirely prevents the **Insured Person** from carrying out a substantial part of the duties which would have entitled them to a **Temporary Total Disablement** benefit and which results in their **Earnings** being reduced by at least 25%, and for which they are under the regular care of and acting in accordance with the instructions or professional advice from a registered and legally qualified medical practitioner.

“Temporary Partial Disablement Benefit” is the difference between the **Insured Person’s Temporary Total Disablement** Benefit and the reduced amount the **Insured Person** is earning as a direct result of **Temporary Partial Disablement**. If the **Insured Person** is cleared to return to other than normal duties/hours but such work is not available or not taken up then the **Temporary Partial Disablement Benefit** will be calculated as if such work was available.

“Underwriting Agent” means Tailored Underwriting on behalf of certain **Underwriters** at Lloyd’s of London.