

Zurich Group Personal Accident and Illness Insurance

Product Disclosure Statement



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About our Group Personal and Accident Sickness Insurance

About Zurich

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich', 'we', 'us' or 'our'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, mid-sized and large companies, including multinational corporations.

This Product Disclosure Statement (PDS) is an important document about this product and includes the policy wording which starts on page 13. *You* should read it carefully before making a decision to purchase this product.

This PDS will help *you* to:

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

The information contained in this PDS is general information only. It is important *you* read *your* policy to ensure *you* have the cover *you* need.

How to apply for this insurance

Throughout this document when we are referring to *your* insurance broker or adviser, we simply refer to them as *your* intermediary.

If *you* are interested in buying this product or have any inquiries about it, *you* should contact *your* intermediary who should be able to provide *you* with all the information and assistance *you* require.

If *you* are not satisfied with the information provided by *your* intermediary, *you* can contact us at the address or telephone number shown on the back cover of this document. However, we are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for *your* personal objectives, needs or financial situation.

Our Group Personal Accident and Sickness Insurance

Zurich Group Personal Accident and Sickness Insurance allows *you* to tailor the cover for *your* requirements. Cover can be arranged by *you* (referred to as the *insured*) to cover yourself or some other person(s) (referred to as the *insured persons*)).

The policy generally operates 24 hours a day, seven days a week, anywhere in the world, however this can be customised for *your* requirements and the *scope of cover* will be shown on *your schedule*.

For a summary of additional benefits available to *you*, see 'Benefits of cover available' on page 8.

Our contract with you

This policy is a contract of insurance between the *insured* and Zurich and contains all the details of the cover that we provide.

The policy is made up of:

- the policy wording which begins at page 13 of this document. It tells *you* what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the information *you* provide to us when applying for insurance cover;
- your most current policy *schedule* issued by us. The *schedule* is a separate document unique to *you*, which shows the insurance details relevant to *you*. It includes any changes, exclusions, terms and conditions made to suit *your* individual circumstances and may amend the policy; and
- any other change otherwise advised by us in writing (such as an *endorsement* or a supplementary PDS). These changes vary or modify the above documents.

Please note, only those covers shown as covered in *your schedule* are insured.

This document is also the PDS for any offer of renewal we may make, unless we tell *you* otherwise. Please keep *your* policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

Words with special meaning

We capitalise or italicise terms in this PDS, to show that words are abbreviations or have a particular defined meaning. *You* should refer to the Definitions in this document to obtain the full meaning of such terms.

About an insured person

An *insured person* has a right to recover under this policy only through Section 48 of the Insurance Contracts Act 1984 (Cth) and is not a party to the contract of insurance. Only the *insured* is able to vary or cancel the policy. *Insured persons* are not charged for the right to make a claim under this policy.

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

When the insured person's cover starts and ends

An *insured person's* ability to access cover:

- starts at the time the relevant person becomes an *insured person*; and
- ends at the earliest happening of the following:
- the relevant person is no longer meeting the criteria specified in the *schedule* for an *insured person*;
- the date and time *you* request that such *insured person* ceases to have access to the benefits under this policy; or
- the date and time this policy ends in accordance with the policy terms, either because the *period of insurance* has ceased and the policy has not been renewed with us or this policy has been cancelled in accordance with the policy terms.

Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that *you* should be aware of when deciding to purchase our product. These things may affect the amount of the payment that we will make to *you* if *you* have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of *your sum insured* shown in *your schedule* or some other amount, factor or item specified in the relevant clause or this document. *You* should be aware of the following matters in considering whether this product is suitable for *your* needs.

Excesses can apply

An *excess* may apply to claims made under each of these Sections. An *excess* is not an additional fee, charged by us at the time of making a claim. Rather, it is the uninsured first portion of a loss for which *you* are otherwise covered, i.e. the amount that *you* must contribute towards each claim.

We are able to provide options to quote higher or lower *excess* or *excess period* alternatives in certain circumstances, which will either decrease or increase *your* premium, depending upon the options requested.

The *excess* and *excess period* applicable to *your* policy is specified in the *schedule*. There are also other *excesses* which are specified in the policy.

Exclusions

This policy contains a number of exclusions, some of which are common in insurance policies of this type. For example, we may not pay for death, *injury*, *sickness* or disability arising from:

- any deliberate, illegal or criminal acts inflicted by or on behalf of the *insured* or an *insured person*, or any other person acting with their consent or at their direction.
- being in an aircraft or aerial device, unless as a passenger.
- the suicide, attempted suicide, or deliberately self-inflicted *injury* or *sickness* of the *insured* or an *insured person*.

Some of the exclusions may be less common, and as such may be unexpected. For example, this policy excludes cover for death, *injury* or *sickness* arising from training for or participating in a *professional sport*. Please refer to page 31 for the details of this exclusion.

The above are some of the events that are not covered by this policy. Before making a decision about whether to purchase this policy, *you* should read the full details of all relevant exclusions, which are contained in the policy. Please refer to the General Exclusions from page 31.

Coverage Conditions and General Provisions

Coverage Conditions and General Provisions set out *your* general obligations with which *you* need to comply. Please refer to pages 28 and 32. *You* should read the policy wording and make yourself aware of all the terms, coverage conditions and general provisions that apply. If *you* do not meet them, we may be able to decline or reduce the claim payment or cancel *your* policy.

Make sure you have the cover you need

You should discuss with *your* intermediary the appropriate amounts and risks for which *you* need to be insured. If *you* do not adequately insure for the relevant risks *you* may have to bear any uninsured losses yourself.

You should also advise *your* intermediary to notify us as soon as possible, when *your* circumstances change which are relevant to *your* policy.

Duty of Disclosure

For *insureds* who are not a natural person, before *you* enter into an insurance contract, *you* have a duty to tell us anything that *you* know, or could reasonably be expected to know, may affect our decision to insure *you* and on what terms.

You have this duty until we agree to insure *you*.

You have the same duty before *you* renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure *you* for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive *your* duty to tell us about.

Individuals

If *you* are the *insured* and *you* are a natural person, a different duty of disclosure to the one set out above applies to *you*. Contact *your* intermediary or us to ensure *you* are notified of *your* duty.

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.

Cooling-off period

After *you* apply for a Zurich product and *you* have received the policy document, *you* have 21 days to check that the policy meets *your* needs. Within this time *you* may cancel the policy and receive a full refund of any premium paid, unless *you* have:

- made a claim or become entitled to make a claim under *your* policy; or
- exercised any right or power *you* have in respect of *your* policy or the policy has ended.

Your request will need to be forwarded to us via *your* intermediary or to the address shown on the back cover of this document.

You can cancel *your* policy at any time after the cooling-off period. Please refer to 'Cancellation' under General Provisions on page 32.

How we calculate your premium

The premium amount that *you* must pay for *your* insurance cover is set out in *your* policy *schedule*. The amount of *your* premium is determined by taking a number of different matters into account. *You* can seek a quote at any time.

It is important for *you* to know in particular that the premium varies depending on the information we receive from *you* about the risk to be covered by us. The higher the risk is, the higher the premium will be. Based on our experience and expertise as an insurer, we decide what factors increase our risk and how they should impact on the premium. Each insurer can do this differently.

In this product the factors that are taken into consideration include the following:

- the business of the *insured*;
- the occupation of *insured persons*;
- benefit limits chosen; and
- the *excess* amount *you* elect. This means that when *you* purchase a policy *you* may elect to take a larger *excess* in the event of a claim, which will reduce the cost of *your* premium. If *you* are interested in this, *you* should ask *your* intermediary to supply *you* with quotes based on differing *excess* or *excess period* amounts.

Your intermediary can arrange for *you* to be provided with a quote for a premium. *You* will need to give *your* relevant personal details to *your* intermediary at this time to enable us to calculate the premium.

Another important thing to know is that *your* premium also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) in relation to *your* policy. These amounts will be set out separately on *your schedule* as part of the total premium payable.

How and when you pay your premium and what happens if you don't pay?

Premiums are calculated on an annual basis and may be payable on either a yearly or instalment basis (which will be advised in the quotation provided by us). *Your* intermediary can also tell *you* what other methods are available to make *your* premium payments.

Your intermediary should send *you* an offer of renewal of *your* insurance once a year, before *your* current *period of insurance* expires. If *you* do not pay *your* premium when due, *your* policy may lapse after 30 days and *you* will not be covered. *You* may be able to reinstate *your* policy after it lapses, but *you* must submit an application to us, which is subject to our reassessment of *your* personal circumstances and the circumstances of all persons to be insured at the time of application.

How to make a claim

If *you* need to make a claim against this policy, please refer to Claims Procedures on page 32.

If *you* have any queries, please contact *your* intermediary as soon as possible, or call us on 132 687.

Privacy

Zurich is bound by the Privacy Act 1988 (Cth). We collect, disclose and handle information, and in some cases personal or sensitive (e.g health) information, about *you* ('*your* details') to assess applications, administer policies, contact *you*, enhance our products and services and manage claims ('Purposes'). If *you* do not provide *your* information, we may not be able to do those things. By providing us, our representatives or *your* intermediary with information, *you* consent to us using, disclosing to third parties and collecting from third parties *your* details for the Purposes.

We may disclose *your* details, including *your* sensitive information, to relevant third parties including *your* intermediary, affiliates of Zurich Insurance Group Ltd, other insurers and reinsurers, our banking gateway providers and credit card transactions processors, our service providers, our business partners, health practitioners, *your* employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain *your* details from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. If *you* give us information about another person (such as an *insured person*, their *spouse* or *partner*, *dependent children*, or *close relative*), we will rely on *you* to have told them that *you* will provide their information to us and to have provided them with this privacy text. If the information is sensitive (eg health) information, we will rely on *you* to have obtained their consent to give the information to us. Laws authorising or requiring us to collect information include the Insurance Contracts Act 1984 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Corporations Act 2001 (Cth), Autonomous Sanctions Act 2011 (Cth), A New Tax System (Goods and Services Tax) Act 1999 (Cth) and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at www.zurich.com.au or by telephoning us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of *your* details are likely to be located. It also sets out how we handle complaints and how *you* can access or correct *your* details or make a complaint.

General Insurance Code of Practice

We are signatories to the General Insurance Code of Practice (the Code) and support the Code.

The objectives of the Code are:

- to commit us to high standards of service;
- to promote better, more informed relations between us and *you*;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes *you* make about us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers compliance with the Code.

Further information about the Code or the Code Governance Committee and *your* rights under it is available at <https://insurancecouncil.com.au/cop/> or by contacting us.

Financial Claims Scheme

Zurich is an insurance company authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, we are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

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

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

Further information about the FCS can be obtained at www.fcs.gov.au

Complaints and Dispute Resolution process

If *you* have a complaint about an insurance product we have issued or the service *you* have received from us, please contact *your* intermediary to initiate *your* complaint with us. If *you* are unable to contact *your* intermediary, *you* can contact us directly on 132 687. We will acknowledge receipt of *your* complaint within 24 hours or as soon as practicable.

If *you* are not satisfied with our initial response, *you* may access our internal dispute resolution process. Please refer to the general insurance fact sheet available on our website for details of our internal dispute resolution process.

We expect that our internal dispute resolution process will deal fairly and promptly with *your* complaint, however, *you* may take *your* complaint to the Australian Financial Complaints Authority (AFCA) at any time.

AFCA is an independent external dispute resolution scheme. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to *you*.

Their contact details are:

Website: www.afca.org.au

Email: info@afca.org.au

Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

If *your* complaint or dispute falls outside the AFCA Rules, *you* can seek independent legal advice or access any other external dispute resolution options that may be available to *you*.

Headings

Headings have been included for ease of reference but do not form part of the policy.

Updating this PDS

The information in this PDS is up to date at the time it is prepared. Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, we will update this information on our website at www.zurich.com.au. A paper copy of the updated information will be available free of charge upon request, by contacting *your* intermediary or us by using our contact details on the back cover of this PDS. Please note that we may choose to issue a new or supplementary PDS in other circumstances.

Benefits of cover available

The following is a summary only of the major benefits available under the policy. Please refer to each Section for full details of coverage and applicable terms and conditions.

Types of covers available	Benefits of cover available	Page no
Personal Accident and Sickness		
Accidental Death and Capital Benefits	Benefits payable in the event that the <i>insured person</i> suffers accidental death or <i>injury</i> as a result of an <i>accident</i>	19
Weekly Injury Benefits	Weekly benefits payable in the event an <i>insured person</i> suffers <i>temporary total disablement</i> or <i>temporary partial disablement</i> , as a result of an <i>injury</i>	20
Weekly Sickness Benefits	Weekly benefits payable in the event an <i>insured person</i> suffers <i>temporary total disablement</i> or <i>temporary partial disablement</i> , as a result of <i>sickness</i> during the <i>period of insurance</i>	20
Injury Resulting in Surgery	Benefits payable where the <i>insured person</i> suffers <i>injury</i> and requires a specified surgical procedure	20
Sickness Resulting in Surgery	Benefits payable where the <i>insured person</i> suffers <i>sickness</i> and requires a specified surgical procedure	21
Injury Resulting in Fractured Bones	Benefits payable where the <i>insured person</i> suffers <i>injury</i> resulting in fractured bones	21
Injury Resulting in Loss of Teeth or Dental Procedures	Benefits payable where the <i>insured person</i> suffers an <i>injury</i> resulting in loss of <i>teeth</i> or requiring full or partial capping of <i>teeth</i>	21
Extensions of Cover		
Exposure	If an <i>insured person</i> is exposed to the elements as a result of an <i>accident</i> and within 12 months of the <i>accident</i> suffers from an injury or <i>temporary total disablement</i> or <i>temporary partial disablement</i> as a direct result of that exposure the <i>injury</i> will be deemed to have occurred on the date of the <i>accident</i>	22
Disappearance	If an <i>insured person</i> disappears following the disappearance, sinking or wrecking of a conveyance in which they were travelling, and their body has not been found within 12 months, they will for the purpose of this policy be deemed to have died as a result of an <i>injury</i> at the time of the disappearance, sinking or wrecking of the conveyance	22
Escalation of claim benefit	After payment of a benefit for <i>temporary total disablement</i> or <i>temporary partial disablement</i> continuously for 12 months and again after each subsequent period of 12 months during which a benefit is paid, the benefit will be increased by the greater of: (a) 5%; or (b) the average percentage increase of the Australian Consumer Price Index (CPI) for the prior four quarters as published by the Australian Bureau of Statistics	2
Guaranteed payment	We will immediately pay 12 weeks benefits provided that proper medical evidence is provided from a <i>medical practitioner</i> certifying that the total period of <i>temporary total disablement</i> will be a minimum of 26 continuous weeks	22

Types of covers available	Benefits of cover available	Page no
Tuition expenses	<p>We will pay up to \$500 per month for a maximum of 12 months, to reimburse expenses incurred for tuition or advice for the <i>insured person</i> from a licensed vocational school, provided we have given prior agreement and with the agreement of the <i>insured person's medical practitioner</i>.</p> <p>We will pay up to \$500 per week for a maximum of 52 consecutive weeks for home tutorial services provided by a qualified professional, if an <i>insured person</i> is unable to attend registered classes</p>	22
Additional Benefits		
Accidental HIV infection benefit	We will pay a lump sum benefit of \$30,000 if an <i>insured person</i> is infected with HIV or acquires AIDS as a result of an <i>injury</i> caused by a <i>violent criminal act</i> or whilst receiving medical treatment under the supervision of a <i>medical practitioner</i>	23
Accommodation and transport expenses	As a result of an <i>accident</i> and the <i>insured person</i> requires to be an in-patient of a hospital, and that hospital is more than 100 kilometres from the <i>insured person's</i> home we will pay up to a maximum of \$3,000 in any one <i>period of insurance</i> for accommodation and transport expenses incurred by the <i>spouse</i> or <i>partner</i> and/or <i>dependent children</i>	23
Bed care benefit	We will pay \$500 for each week that an <i>insured person</i> is confined to bed due to an <i>injury</i> , up to a maximum of 26 consecutive weeks	23
Cancer benefit	We will pay a lump sum benefit of \$5,000 if the <i>insured person</i> is diagnosed with <i>cancer</i> first <i>manifesting</i> during the <i>period of insurance</i> , provided that the <i>cancer</i> is not related to a <i>pre-existing condition</i> , the <i>insured person</i> survives for at least 30 days following the diagnosis, the <i>cancer</i> , including any <i>manifestation</i> of symptoms or conditions which result in an investigation leading to a diagnosis of <i>cancer</i> , does not occur prior to the person first becoming an <i>insured person</i> under this policy, the <i>insured person</i> has not previously received a benefit and at the time of diagnosis, the <i>insured person</i> was in receipt of a <i>salary</i>	23
Carjacking incident benefits	<p>If during the <i>period of insurance</i> and during the <i>insured persons scope of cover</i>, and as a result of a <i>carjacking incident</i> the <i>insured person</i> is a victim of theft and/or damage to their vehicle we will pay up to \$5,000 for the repair or replacement of the vehicle and reasonable costs to transport the <i>insured person</i> to and from their home and work.</p> <p>We will also pay a lump sum benefit of \$5,000 if the <i>insured person</i> suffers an <i>injury</i> as a result of a <i>carjacking incident</i></p>	24
Chauffeur benefit	We will reimburse <i>you</i> up to \$200 per week for costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the <i>insured person</i> directly to and from their normal place of residence and normal place of work for a maximum of 26 weeks, if an <i>insured person</i> suffers an <i>injury</i> for which <i>temporary partial disablement</i> benefits are payable	24
Childcare benefit	If an <i>insured person</i> is entitled to benefits under Part A – Accidental Death and Capital Benefits for injury types 1-7 (a), 8 (a) or 9 (a), we will pay up to \$10,000 for the services of a registered childcare provider	24

Types of covers available	Benefits of cover available	Page no
Coma benefit	If an <i>insured person</i> suffers an <i>injury</i> resulting in a continuous unconscious state for which benefits are payable under Cover 1. 'Personal Accident' we will pay \$100 per day up to 180 days	24
Corporate image protection	If an <i>insured person</i> or a group of <i>insured persons</i> suffers an <i>injury</i> , and this is likely to result in a valid claim for payment of benefits for: (a) <i>accidental death</i> ; or (b) <i>permanent total disablement</i> , we will reimburse <i>you</i> up to \$15,000 for costs (other than <i>your</i> own internal costs) incurred for the engagement of image and/or public relations consultants and/or costs associated with the release of information through the media to protect <i>your</i> corporate image as a result of the <i>accident</i>	24
Dependent child assistance	If an <i>insured person</i> suffers an <i>accidental death</i> , we will pay \$10,000 for each surviving <i>dependent child</i> up to a maximum of \$30,000. If an <i>insured person's</i> spouse or partner also suffers <i>accidental death</i> as a result of the same event, we will pay \$10,000 for each surviving <i>dependent child</i> up to a maximum of \$30,000	25
Emergency home help benefit	If an <i>insured person</i> becomes eligible for benefits payable under Part B Weekly Injury or Part C – Weekly Sickness, and is unable to carry out their usual domestic duties, we will pay for the cost of domestic help up to \$500 per week for a maximum of 26 consecutive weeks	25
Executor emergency cash advance	If an <i>insured person</i> suffers an <i>accidental death</i> , we will pay a lump sum benefit of \$25,000 to the <i>insured</i> or the executor of the <i>insured person's</i> estate	25
Funeral expenses	\$10,000 for funeral expenses where the <i>accidental death</i> of an <i>insured person</i> is covered by this policy	25
Home and/or motor vehicle modification benefit	We will pay up to \$15,000 if an <i>insured person</i> suffers an <i>injury</i> which results in a benefit being payable under Part A – Accidental Death and Capital Benefits injury types 2-7 (a), 8 (a) and 9 (a) being payable, for costs necessarily incurred to modify the <i>insured person's</i> home and/or motor vehicle, or other costs	25
Independent financial advice	We will pay up to \$5,000 if an <i>insured person</i> suffers an <i>injury</i> for which benefits are payable under Part A – Accidental Death and Capital Benefits for professional financial advice in respect of the payment	25
Miscarriage / premature childbirth benefit	If an <i>insured person</i> suffers an <i>injury</i> which results in them suffering a miscarriage or having to undergo premature childbirth we will pay a lump sum benefit of \$10,000	26
Out of pocket expenses	If an <i>insured person</i> suffers an <i>injury</i> , we will pay up to \$5,000 for expenses incurred for transportation to obtain medical treatment, medical aids and other expenses such as clothing and non medical equipment	26

Types of covers available	Benefits of cover available	Page no
Partner retraining benefit	If an <i>insured person</i> suffers <i>accidental death</i> or <i>permanent total disablement</i> , we will pay up to \$10,000 towards the costs incurred for the training or retraining of the <i>insured person's spouse or partner</i>	26
Post-traumatic stress disorder weekly benefit	<p>If an <i>insured person</i> is a victim of or directly witnesses (other than by television, social media, newspaper or any other media) an <i>act of terrorism, carjacking incident</i> or <i>violent criminal act</i> during their <i>scope of cover</i> and suffers <i>temporary total disablement</i> or <i>temporary partial disablement</i> as a result of Post-traumatic Stress Disorder (PTSD) within 12 months of the incident, we will after a 7 day <i>excess period</i> and whilst the <i>temporary total disablement</i> or <i>temporary partial disablement</i> persists, pay the <i>insured person</i> 100% of their <i>salary</i> to a maximum of \$500 a week for a maximum period of 12 weeks.</p> <p>The maximum amount we will pay for all claims arising of any one occurrence or series of related occurrences, during the period of insurance, shall not exceed \$50,000</p>	26
Reconstructive/cosmetic surgery benefit	If an <i>insured person</i> is entitled to claim under Part A – Accidental Death and Capital Benefits injury types 2-18, and requires constructive or cosmetic surgery, as certified by a <i>medical practitioner</i> , we will pay an additional 10% of that benefit amount up to a maximum of \$20,000	27
Recruitment expense benefits	<p>If an <i>insured person</i> suffers an <i>injury</i> for which <i>temporary total disablement</i> benefits are payable, we will reimburse <i>you</i> up to \$2,500 for costs incurred for the recruitment of a temporary employee, provided that the total period of <i>temporary total disablement</i> will be a minimum of 26 weeks as certified by a <i>medical practitioner</i>.</p> <p>If an <i>insured person</i> suffers an <i>injury</i> which is likely to result in a valid claim for <i>accidental death</i> or <i>permanent total disablement</i>, we will reimburse <i>you</i> up to \$5,000 incurred for recruitment of a replacement employee, up to a maximum of \$25,000</p>	27
Return to work assistance	If an <i>insured person</i> suffers an <i>injury</i> or <i>sickness</i> for which weekly <i>temporary total disablement</i> or weekly <i>temporary partial disablement</i> benefits are payable, we will pay up to \$20,000 for the cost of professional assistance to enable the <i>insured person</i> to return to their usual occupation	27
Terrorism injury benefit	<p>If an <i>insured person</i> suffers an <i>injury</i> as a result of an <i>act of terrorism</i> for which benefits are payable under Part A – Accidental Death and Capital Benefits for injury types 1-7 (a), 8 (a) or 9 (a), we will pay a lump sum benefit of \$20,000.</p> <p>The maximum amount we will pay for all claims arising out of any one event, or series of related events, during the <i>period of insurance</i> shall not exceed the aggregate amount of \$200,000</p>	27
Trauma counselling benefit	If during the <i>period of insurance</i> and during the <i>scope of cover</i> an <i>insured person</i> suffers psychological trauma as a result of being a victim of or eyewitness to a <i>violent criminal act</i> , an <i>act of terrorism</i> , natural disaster or serious accident, or when benefits are payable under Parts A to G of this policy, we will pay up to \$5,000 for the <i>insured person</i> to receive trauma counselling	28

Types of covers available	Benefits of cover available	Page no
Unexpired membership benefit	If an <i>insured person</i> suffers an <i>injury</i> which results in benefits being payable for a <i>capital benefit</i> of 100% (other than <i>accidental death</i>) or <i>temporary total disablement</i> or <i>partial total disablement</i> and is unable to continue participation in any sport for which they have paid membership fees, we will pay up to \$3,000 for the pro rata refund of those fees paid in the current season	28
Visitors' benefit	We will pay up to \$25,000 if a <i>visitor</i> in or on <i>your</i> premises in connection with <i>your</i> business and suffers an <i>injury</i> , which, had the <i>visitor</i> been an <i>insured person</i> , would have resulted in a benefit payable under Cover 1. – Personal Accident for <i>accidental death</i> or <i>permanent total disablement</i>	28
Workplace assault benefit	If an <i>insured person</i> suffers an <i>injury</i> directly as a result of an unprovoked workplace assault, we will pay a lump sum benefit of \$5,000 to the <i>insured</i> or the <i>insured person</i>	28
Work experience benefit	If a person is undertaking authorised <i>work experience</i> with the <i>insured</i> and, whilst performing their duties suffers an <i>injury</i> which would have resulted in a benefit being payable under Part A – Accidental Death and Capital Benefits for injury types 1-7 (a), 8 (a) or 9 (a), we will pay <i>you</i> a lump sum benefit of \$5,000	29

Group Personal Accident and Sickness Insurance – Policy Wording

Subject to the terms and conditions contained in this policy, we will cover *insured persons* against the events described in the policy, but only if:

- (a) *you* have paid or agreed to pay the premium set out in *your schedule*; and
- (b) the type of cover is specified in *your schedule* as applying to that *insured person*.

Definitions

The following definitions will apply to these words when used in this document. Words expressed in the singular or plural have corresponding meanings.

Accident

accident means a single event that is:

- (a) caused by sudden, external and identifiable means (independently of any *sickness* or other cause);
- (b) which results in *injury* that is both unexpected and undesired by an *insured person*;
- (c) which occurs during the *period of insurance* and whilst the person is an *insured person*; and
- (d) which occurs during the *scope of cover*.

Accidental death

accidental death means the death of an *insured person* as a result of an *injury*.

Act of terrorism

act of terrorism means an act including, but not limited to, the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Authorised rehabilitation provider

authorised rehabilitation provider means a company accredited to deliver workplace rehabilitation services to an *insured person* following an *injury* or *sickness* which results in a valid claim for *temporary total disablement* or *temporary partial disablement* under this policy, whose employees are reasonably qualified to provide timely assistance with services based on the assessed need of the *insured person* and their occupation. Such provider will be:

- (a) chosen from a panel of our authorised providers; or
- (b) an independent provider should *you* or the *insured person* not agree with our choice, provided that such provider is not the *insured*, an *insured person*, or a *close relative* of the *insured person*, and the cost of providing the *rehabilitation plan* is reasonable when compared to that of our chosen panel provider.

Cancer

cancer means a malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue, resulting in a positive diagnosis by a *medical practitioner* who is certified as an oncologist. This includes, but is not limited to, Leukemia, Hodgkin's Disease and invasive melanoma. Cancer does not include:

- (a) carcinoma in situ;
- (b) Kaposi's Syndrome or other AIDS related cancers, or cancer in the presence of HIV;
- (c) Prostate cancer diagnosed as T1 No Mo or equivalent staging; or
- (d) a recurrence or metastasis of a cancer which was originally diagnosed prior to the person first becoming an *insured person*.

Capital benefit

capital benefit means the Capital Benefits Sum Insured amount specified in the *schedule*.

Carjacking incident

carjacking incident means the violent theft or attempted theft of a motor vehicle which is under the care and control of an *insured person*, or which is occupied by (or immediately intended to be occupied by) an *insured person*.

Civil war

civil war means a state of armed conflict or rebellion, insurrection, revolution or sedition between different parties belonging to the same country using military like force to achieve economic, geographic, nationalistic, political, racial,

Close relative

close relative means *spouse* or *partner*, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, step-child, grandparent or grandchild.

Complete fracture

complete fracture means a *fracture* in which the bone is broken completely across and no connection is left between the pieces.

Dependent children

dependent children mean the *insured person's* and/or their *spouse* or *partner's* unmarried children who are under the age of:

- (a) 19 years; or
- (b) 25 years and a full-time student at an accredited institute of higher learning,

and who are primarily dependent on the *insured person* for their maintenance and support. *Dependent children* also include an *insured person's* and/or their *spouse* or *partner's* unmarried child of any age who is physically or mentally incapable of self-support and living permanently with the *insured person*.

Employee

employee means any person under an employment contract of service or apprenticeship with *you* excluding any *director*.

Endorsement

endorsement means an individual endorsement document that we give *you* that attaches to and forms part of *your* policy. This document varies the terms and conditions of *your* policy.

Excess

excess means the amount *you* or the *insured person* must firstly contribute toward any claim. The excess amount relevant to *your* cover is specified in the *schedule*.

Excess period

excess period means the waiting period expressed in days, before we make a payment. The period of days relevant to *your excess period* is specified under Excess Period in the *schedule*.

Hairline fracture

hairline fracture means mere cracks in the bone.

Injury

injury means *accidental death* or bodily injury resulting from an *accident* occurring during the *period of insurance*. *Injury* does not mean a *sickness* (except illness or disease resulting from medical or surgical treatment rendered necessary by an *injury*) or any *pre-existing condition*.

Insured

insured means the Insured specified in the *schedule* as the Insured; i.e. the policyholder of this policy.

Insured person

insured person means any person shown in the *schedule* as an Insured Person and/or as nominated by the *insured* and agreed to by us for eligibility under this policy from time to time with respect to whom premium has been paid or agreed to be paid.

Limb

limb means the entire arm (being between the shoulder and wrist) or leg (being between the hip and the ankle).

Manifest or Manifestation

manifest or *manifestation* means having:

- (a) required an emergency department visit, hospitalisation, or day surgery procedure;
- (b) required prescription medication from a *medical practitioner* or *mental health practitioner* or dentist;
- (c) had regular reviews or check-ups with a *medical practitioner* or *mental health practitioner*;
- (d) a chronic or ongoing condition which is medically documented, under investigation, pending diagnosis and/or test results; or
- (e) symptoms which would cause an ordinary person to seek the advice of a *medical practitioner* or *mental health practitioner*.

Medical practitioner

medical practitioner means a person qualified and registered to practice medicine and/or dentistry. Medical practitioner does not include the *insured person*, an *insured person's* relative or *your* director or *employee*.

Mental health practitioner

mental health practitioner means a person qualified and registered to provided treatment, rehabilitation or support to people with a mental illness or psychiatric disability. Mental health practitioner does not include the *insured person*, an *insured person's* relative or *your* director or *employee*.

Other fracture

other fracture means any fracture other than a *simple fracture*.

Period of insurance

period of insurance means the dates over which *your* insurance cover under this policy is valid, as specified in the *schedule* or such shorter period should this policy be terminated either in accordance with its terms or alternatively deemed applicable by law, during which cover applies under this policy.

Permanent

permanent means lasting for 12 consecutive months from the date of the *injury* and at the expiry of that time a *medical practitioner* advises is, it is unlikely to improve.

Permanent total disablement

permanent total disablement means *temporary total disablement* that is:

- (a) *permanent* in nature; and
- (b) entirely preventing the *insured person* forever from engaging in any occupation, business, profession or employment for which the *insured person* is reasonably qualified by education, training or experience.

Pre-existing condition

pre-existing condition means any injury, or physical or mental defect, condition, illness, disease or syndrome for which in the 3 years prior to becoming an *insured person*, the *insured person*:

- (a) has required an emergency department visit, hospitalisation or day surgery procedure;
- (b) required prescription medication from a *medical practitioner* or *mental health practitioner* or dentist;
- (c) has had regular reviews or check-ups with a *medical practitioner*, *mental health practitioner*, or *medical specialist*; or
- (d) is exhibiting symptoms which would cause an ordinary person to seek the advice of a *medical practitioner* or *mental health practitioner*.

A pre-existing condition also means any chronic or ongoing (whether chronic or otherwise) condition which is medically documented, under investigation, pending diagnosis and/or test results.

Notwithstanding the above, any injury or physical or mental defect, condition, illness, disease or syndrome will not be deemed to be a *pre-existing condition* where:

- (i) the *insured person* has been employed by *you* and continuously covered for such condition under a Group Personal Accident policy underwritten by Zurich and held by *you* for the period or periods immediately prior to the current *period of insurance*;
- (ii) the condition has been declared to and accepted by us prior to the person becoming an *insured person* under this policy; or
- (iii) *takeover provisions* are shown as included on *your schedule*, and the conditions of this benefit as set out in Additional Benefit 26 'Takeover Provisions' are met.

Professional sport

professional sport means any sport in which an *insured person* receives financial reward, sponsorship or gain as a result of their participation, where in total this financial reward, sponsorship or gain accounts for the majority of the *insured person's salary*.

Rehabilitation plan

rehabilitation plan means a document prepared by an *authorised rehabilitation provider*, after a workplace rehabilitation assessment is conducted of an *insured person* for whom *temporary total disablement* or *temporary partial disablement* benefits are payable under a policy issued by us.

Road or Air rage incident

road or air rage incident means a violent physical act which occurs whilst the *insured person* is a passenger of an aircraft or occupying any motor vehicle intended for use on public roadways; and committed intentionally by a person who is not an *insured person* or their *close family member*.

Salary

salary means:

- (a) in the case of a salaried *insured person*, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances;
- (b) in regards to a T.E.C. (i.e. total employment cost) or salary packaged *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) with respect to a self-employed *insured person*, the average gross weekly gross income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income,

and in each case, derived during the 6 calendar months (or over such shorter period as they have been employed or self-employed) immediately preceding the *injury* or *sickness* giving rise to a claim under this policy. Where bonuses, commissions, overtime payments and other allowances have been made on a more regular basis than annually and we consider it forms part of an insured person's total remuneration or salary package then these will be included within the insured person's gross weekly income.

Schedule

schedule means the most current policy schedule issued by us to *you*. It includes any changes, conditions and exclusions made to suit *your* individual circumstances which may amend this policy wording.

Scope of cover

scope of cover means the operative time during which cover applies with respect to *insured persons*, as set out in the *schedule*.

Sickness

sickness means any illness, disease, condition, syndrome or mental illness which is not a *pre-existing condition*, suffered by the *insured person* which first occurs during the *period of insurance* and whilst the person is an *insured person*.

Simple fracture

simple fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a *medical practitioner* requires minimal and uncomplicated medical treatment.

Spouse or partner

spouse or partner means a person who is married to the *insured person* or a partner of an *insured person* who has been co-habiting with the *insured person* for a period of at least three continuous months.

Sum insured

sum insured means the amount for which *you* are insured, as specified in *your schedule*.

Takeover provisions

takeover provisions mean the conditions set out in Additional Benefits 26 'Takeover provisions', for *injury* and *sickness* that must be met by an *insured person* in order for us to waive the *pre-existing condition* General Exclusion 21.

Temporary partial disablement

temporary partial disablement means in the opinion of a *medical practitioner* or *mental health practitioner* the *insured person* is unable to wholly and continuously engage in a substantial part of any aspect of their *usual occupation* and is under the regular care of and acting in accordance with the instructions or advice of a *medical practitioner* or *mental health practitioner*.

Temporary total disablement

temporary total disablement means in the opinion of a *medical practitioner* or *mental health practitioner* the *insured person* is unable to wholly and continuously engage in their *usual occupation* and is under the regular care of and acting in accordance with the instructions or advice of a *medical practitioner* or *mental health practitioner*.

Tooth or Teeth

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

Usual occupation

usual occupation means the occupation predominantly performed by the *insured person* in the 12 months prior to the *injury* or *sickness* causing disability.

Violent criminal act

violent criminal act means a violent, physical, and illegal act, including murder, sexual assault, violent robbery, or kidnapping, committed by a person who is not the *insured person*, an *insured person's* relative or *your* director or *employee*.

Visitor

visitor means any person legally on *your* premises who is not an *employee* of *yours*, a member of the emergency services or any other *insured person* more specifically insured under this policy.

War

war means a state of armed conflict between different nations, states or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

Work experience

work experience means work undertaken with the *insured* for a defined temporary period, either voluntarily or for a stipend, by a person who is not an employee of the *insured*, provided such work is arranged in conjunction with an educational, training or similar institution for the purpose of that person gaining vocational experience or developing practical skills.

You / Your

you / your means the *insured*.

Cover

1. Personal Accident

When Parts A, B, D, F and/or G are specified in the *schedule*, we will pay the corresponding amount shown in the Table of Benefits below in the event that an *insured person* suffers an *injury* which occurs on a *journey* where:

- (a) the *injury* occurs whilst the person is an *insured person*, and on a *journey* commencing during the *period of insurance*; and
- (b) the *injury* results in the event described in the Table of Events within 12 months of the date of the *accident*;
- (c) an amount is specified in the *schedule* for that part.

Provided that always:

- (i) Where an *insured person* suffers an *injury* resulting in a claim under Injury Types 2-7 (a), 8 (a) and 9 (a), we will not be liable under the policy for any subsequent *injury* to that *insured person*; and
- (ii) Where an *insured person* suffers an *injury* resulting in more than one Injury Type under Part A, D, E, F and/or G, the maximum amount we be liable to pay under this policy shall be the *sum insured* stated in the *schedule*.

2. Sickness

When Parts C and/or E of Personal Accident and Sickness are specified in the *schedule*, we will pay the corresponding amounts shown in the Table of Benefits below, in the event an *insured person* suffers *sickness*, where:

- (a) the *sickness* first *manifests* during the *period of insurance* and whilst the person is an *insured person*; and
- (b) for Part C – the *sickness* results in *temporary total disablement* or *temporary partial disablement* which occurs within 12 months of the date of *manifestation* of the *sickness*; or
- (c) for Part E – the *sickness* requires the listed surgical procedure and the surgical procedure occurs within 12 months of the date of *manifestation* of the *sickness*.

Limit of Liability

Our total liability for all claims arising under Personal Accident and Sickness, which arise out of any one event or series of related events, will not exceed the amount specified in the *schedule*.

Table of Benefits

Part A – Accidental Death and Capital Benefits

Cover under this section applies only if Part A is specified in the *schedule*.

For items 1 to 19: the benefit payable is an amount calculated by applying the benefit percentage to the *sum insured* shown in the *schedule* against Part A – Accidental Death and Capital Benefits.

Injury Type	Benefit Percentage
1. <i>Accidental Death</i>	100%
2. <i>Permanent Total Disablement</i>	100%
3. <i>Permanent</i> paraplegia, quadriplegia or incurable paralysis of all limbs	100%
4. <i>Permanent</i> and total loss of sight in one or both eyes	100%
5. <i>Permanent</i> and total loss of use of one or both <i>limbs</i>	100%
6. <i>Permanent</i> and incurable insanity	100%
7. <i>Permanent</i> total loss of hearing:	
(a) in both ears	100%
(b) in one ear	30%
8. <i>Permanent</i> and total loss of the lens of:	
(a) both eyes	100%
(b) one eye	60%
9. <i>Permanent</i> and total loss of use of four fingers and the thumb of:	
(a) both hands	100%
(b) either hand	80%
10. <i>Permanent</i> disfigurement from:	
(a) Third degree burns which cover more than 20% of the entire external body	50%
(b) Second degree burns which cover more than 20% of the entire external body	25%
11. <i>Permanent</i> and total loss of use of four fingers of either hand	50%
12. <i>Permanent</i> and total loss of use of one thumb (both joints)	40%
13. <i>Permanent</i> and total loss of use of one thumb (one joint)	20%
14. <i>Permanent</i> and total loss of use of one finger:	
(a) all three joints	15%
(b) two joints	10%
(c) one joint	5%
15. <i>Permanent</i> and total loss of use of all toes of either foot	15%
16. <i>Permanent</i> and total loss of use of toes (per toe):	
(a) both joints of the great toe	5%
(b) one joint of the great toe	3%
(c) all joints of any toe other than the great toe	1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of the leg by at least 5cm	7.5%
19. <i>Permanent</i> disablement not otherwise provided for above through Injury Types 2-18 inclusive	

Such percentage of the *capital benefit* sum insured which corresponds to the percentage reduction in whole bodily function as certified by no less than three *medical practitioners*, one of whom will be the *insured person's* treating *medical practitioner*, one of whom will be appointed by us and the remaining *medical practitioner* will independent and appointed by mutual agreement between the parties. In the event of a disagreement between the three *medical practitioners*, the percentage payable will be the average of the three opinions. The maximum amount we will pay is 75% of the *capital benefit* sum insured.

Part B – Weekly Injury Benefits

Cover under this section applies only if Part B is specified in the *schedule*. For the two items below, the benefit payable is calculated as described below.

20. *Temporary Total Disablement* as a result of *injury*

After the *excess period*, while the *insured person* suffers *temporary total disablement*, we will pay an amount up to the weekly benefit amount shown in the *schedule* against Part B – Weekly Injury, but not exceeding the percentage of *salary* shown in the *schedule* of the *insured person*.

21. *Temporary Partial Disablement* as a result of *injury*

After the *excess period*, while the *insured person* suffers *temporary partial disablement*, we will pay an amount up to the weekly benefit amount shown in the *schedule* against Part B – Weekly Injury less any amount of current earnings as a result of the *insured person* working in a reduced capacity provided the combined amount does not exceed the percentage of *salary* shown in the *schedule* of the *insured person*. Should the *insured person* be able to return to work in a reduced capacity, yet elect not to do so then the benefit payable shall be deemed to be 30% of the amount payable for *Temporary Total Disablement*.

Part C – Weekly Sickness Benefits

Cover under this section applies only if Part C is specified in the *schedule*. For the two items below, the benefit payable is calculated as described below.

22. *Temporary Total Disablement* as a result of *sickness*

After the *excess period*, while the *insured person* suffers *temporary total disablement*, we will pay an amount up to the weekly benefit amount shown in the *schedule* against Part C – Weekly Sickness, but not exceeding the percentage of *salary* shown in the *schedule* of the *insured person*.

23. *Temporary Partial Disablement* as a result of *sickness*

After the *excess period*, while the *insured person* suffers *temporary partial disablement*, we will pay an amount up to the weekly benefit amount shown in the *schedule* against Part C – Weekly Sickness less any amount of current earnings as a result of the *insured person* working in a reduced capacity provided the combined amount does not exceed the percentage of *salary* shown in the *schedule* of the *insured person*. Should the *insured person* be able to return to work in a reduced capacity, yet elect not to do so then the benefit payable shall be deemed to be 30% of the amount payable for *Temporary Total Disablement*.

Part D – Injury Resulting in Surgery Benefits

If an *insured person* suffers an *injury* requiring a surgical procedure listed below, and:

- (a) the surgery is carried out within 12 months of the date of the *injury*; and
- (b) the surgery is undertaken outside of Australia,

we will pay the corresponding benefit shown below as a percentage of the amount shown in the *schedule* against Part D – Injury Resulting in Surgery:

24. Craniotomy.....	100%
25. Amputation of a <i>limb</i>	100%
26. Fracture of a <i>limb</i> requiring open reduction.....	50%
27. Dislocation of a joint requiring open reduction.....	25%
28. Any other surgical procedure carried out under a general anaesthetic.....	12.5%

Part E – Sickness Resulting in Surgery Benefits

If, an *insured person* suffers *sickness* during the *period of insurance* requiring a surgical procedure listed below, and:

- (a) the surgery is carried out within 12 months of the date the *insured person* first becomes aware of the *sickness*; and
- (b) the surgery is undertaken outside of Australia,

we will pay the corresponding benefit shown below as a percentage of the amount shown in the *schedule* against Part E – Sickness Resulting in Surgery:

29. Open heart surgical procedure	100%
30. Brain surgery.....	100%
31. Abdominal surgery carried out under general anaesthetic.....	50%
32. Any other surgical procedure carried out under a general anaesthetic	12.5%

Part F – Injury Resulting in Fractured Bones Benefits

If an *insured person* suffers an *injury*, resulting directly in the fracture of bones which occur within 12 months of the date of the *injury*, we will pay the corresponding benefit shown below as a percentage of the amount shown in the *schedule* against Part F – Injury Resulting in Fractured Bones:

33. Neck, skull or spine (<i>complete fracture</i>)	100%
34. Hip	75%
35. Jaw, pelvis, leg, ankle or knee (<i>complete fracture</i> or <i>other fracture</i>).....	50%
36. Cheekbone, shoulder or <i>simple fracture</i> , <i>other fracture</i> or <i>hairline fracture</i> of skull or spine.....	30%
37. Arm, elbow, wrist or ribs (<i>complete fracture</i> or <i>other fracture</i>).....	25%
38. Jaw, pelvis, leg, ankle or knee (<i>simple fracture</i> or <i>hairline fracture</i>).....	20%
39. Nose or collar bone	20%
40. Arm, elbow, wrist or ribs (<i>simple fracture</i> or <i>hairline fracture</i>).....	10%
41. Finger, Thumb, Foot, Hand or Toe	75%

In the case of an established non-union of any of the above fractures, we will pay an additional benefit of 5% of the amount shown in the *schedule* against Part F – Injury Resulting in Fractured Bones:

The maximum benefit payable for any one *injury* resulting in fractured bones will be the amount shown in the *schedule* against Part F – Injury Resulting in Fractured Bones:

Part G – Injury Resulting in Loss of Teeth or Dental Procedures Benefits

If an *insured person* suffers an *injury*, resulting in the loss of *teeth* or requiring dental procedures within 12 months of the date of the accident causing *injury* as described below, we will pay the corresponding benefit shown below as a percentage of the amount shown in the *schedule* against Part G – Injury Resulting in Loss of Teeth or Dental Procedures:

42. Loss of <i>teeth</i> or full capping of <i>teeth</i> , per <i>tooth</i>	100%
43. Partial capping of <i>teeth</i> , per <i>tooth</i>	50%

The maximum benefit payable for any one *injury* resulting in loss of *teeth* or requiring dental procedures will be the amount shown in the *schedule* against Part G – Injury Resulting in Loss of Teeth or Dental Procedures or \$1,000, limited to \$250 per *tooth*.

If the *insured person*, within that *injury* lost at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first or milk teeth, dentures, implants and dental fillings, we will in addition to Benefits 42 and 43 stated above, pay a further 1% benefit percentage to the *sum insured* shown in the *schedule* against Part A – Accidental Death and Capital Benefits.

Extensions of Cover

1. Exposure

If an *insured person* is exposed to the elements as a result of an *accident* and within 12 months of the *accident* suffers:

- (a) from any of the Injury Types in the Table of Benefits listed above; or
- (b) *temporary total disablement* or *temporary partial disablement* as a direct result of that exposure, the *insured person's injury* will be deemed to have occurred on the date of the *accident*.

2. Disappearance

If, during the *period of insurance* and within the *scope of cover* relevant to the *insured person*, an *insured person* disappears in any manner whatsoever and their body has not been found within 12 months after the date of that disappearance, they will for the purpose of this policy be deemed to have died as a result of an *injury* at the time of their disappearance.

Where the Accidental Death benefit under the Table of Benefits is payable because of a disappearance, we will only pay if the legal representatives of the *insured person's* estate give us:

- (a) a signed undertaking that these amounts will be repaid to us, if it is later found that the *insured person* did not die or did not die as a result of an *injury*; and
- (b) where the cause of the *insured person's* disappearance is unknown, a death certificate from the relevant jurisdiction's Registry of Births, Deaths and Marriages or equivalent, has or can be issued within 12 months of the disappearance; or
- (c) where a death certificate is not able to be provided, a report from the police or coroner that the *insured person* is missing and presumed dead.

Conditions applicable to Disappearance cover

Where the cause of the *insured person's* disappearance is unknown, the disappearance must be reported;

- (i) to the local police and a report obtained; and
- (ii) where the disappearance occurs outside the *insured person's country of residence*, to the applicable embassy, consulate or other representative of the *country of residence* and a report obtained.

3. Escalation of claim benefit

After payment of a benefit for *temporary total disablement* or *temporary partial disablement* continuously for 12 months and again after each subsequent period of 12 months during which a benefit is paid, the benefit will be increased by the greater of:

- (a) 5%; or
- (b) the average percentage increase of the Australian Consumer Price Index (CPI) for the prior four quarters as published by the Australian Bureau of Statistics.

4. Guaranteed payment

If an *insured person* suffers an *injury* or suffers a *sickness* for which *temporary total disablement* benefits are payable, we will immediately pay 12 weeks benefits provided that proper medical evidence is provided from a *medical practitioner* certifying that the total period of *temporary total disablement* will be a minimum of 26 continuous weeks.

5. Tuition expenses

Tuition or advice

Where we pay *temporary total disablement* or *temporary partial disablement* benefits, we will also reimburse expenses incurred for or advice for the *insured person* from a licensed vocational school, provided such tuition or advice is undertaken with our prior agreement and with the agreement of the *insured person's medical practitioner*. However, we will not cover expenses that can be covered by Medicare or a private health insurer.

The maximum we will pay is \$500 per month, for a maximum of 12 months.

Student home tutorial

If, an *insured person* suffers an *injury* or *sickness* for which weekly *temporary total disablement* or weekly *temporary partial disablement* benefits are payable, and is unable to attend registered classes, we will pay the cost of home tutorial services directly incurred as a result of the *injury* or *sickness*, provided that:

- (a) the *insured person* is registered as a full time student; and
- (b) the home tutorial services are provided by a qualified professional and not a *close relative* or persons permanently residing with the *insured person*.

The maximum we will pay is \$500 per week up to 52 consecutive weeks in respect of any tutorial expenses that would have not otherwise occurred.

Additional Benefits

1. Accidental HIV infection benefit

If an *insured person* is infected with the Human Immunodeficiency Virus (HIV), acquires Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any variation thereof as a result of:

- (a) *injury* caused by a *violent criminal act*; or
- (b) receiving medical treatment provided by (or under the supervision of) a *medical practitioner*, for *injury* or *sickness*.

We will pay the *insured person* a lump sum benefit of \$30,000, provided that the *insured person* is positively diagnosed within 180 days of the event which has given rise to the infection.

2. Accommodation and transport expenses

If, an *insured person* suffers an *injury* and is admitted as an in-patient of a hospital, which is more than 100 kilometres from the *insured person's* normal place of residence, we will pay accommodation and transport expenses incurred by their *spouse* or *partner* and/or *dependent children* to travel to or remain with the *insured person*, up to a maximum of \$3,000.

3. Bed care benefit

If the *insured person* suffers an *injury* and as a result is confined to bed for a period in excess of 24 hours, we will pay the *insured person* a weekly benefit of \$500 for each whole week that the *insured person* is confined to bed, up to a maximum number of 26 consecutive weeks.

If the *insured person* is confined to bed for less than one week (or for part of any subsequent week) we will pay the *insured person*, the bed care benefit at 1/7th of the weekly amount for each day that the confinement continues.

4. Cancer benefit

If the *insured person* is diagnosed with *cancer* first *manifesting* during the *period of insurance*, we will pay the *insured person* a lump sum benefit of \$5,000 provided that:

- (a) *sickness* cover applies as shown in the *schedule*;
- (b) the *cancer* is not related to a *pre-existing medical condition*;
- (c) the *insured person* survives for at least 30 days following the diagnosis;
- (d) the *cancer*, including any *manifestation* of symptoms or conditions which result in an investigation leading to a diagnosis of *cancer*, does not occur prior to the person first becoming an *insured person* under this policy;
- (e) the *insured person* has not previously received a benefit under this extension; or
- (f) at the time of diagnosis, the *insured person* was in receipt of a *salary*.

This benefit will be payable in addition to any other amount paid or payable under this policy.

5. Carjacking assault benefit

If during the *period of insurance* and whilst the person is an *insured person*, the *insured person* sustains an *injury* as a result of being the victim of a *carjacking incident* occurring during the *period of insurance* and during the *insured persons scope of cover*, we will pay the *insured person* \$5,000. The *insured person* must report the *carjacking incident* to the police or other relevant local authority as soon as practicable after the incident occurring.

6. Carjacking excess and vehicle hire benefit

If during the *period of insurance* and during the *insured persons scope of cover*, the *insured person* is a victim of theft and/or damage to their vehicle as a result of a *carjacking incident*, we will reimburse *you* to have the vehicle repaired or replaced (up to the excess amount payable under the *insured person's* comprehensive motor vehicle insurance policy), and/or the costs incurred for the hire of a suitable vehicle or taxi to transport the *insured person* directly to and from their normal place of residence and normal place of work.

The maximum amount we will pay is \$5,000.

7. Chauffeur benefit

If, an *insured person* suffers an *injury* or *sickness* for which *temporary partial disablement* benefits are payable, we will reimburse *you* for costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the *insured person* directly to and from their normal place of residence and normal place of work, provided that proper medical evidence is provided by a *medical practitioner* certifying that the *insured person* is unable to operate a motor vehicle or travel on other available modes of public transport.

The maximum we will pay is \$200 per week for a maximum of 26 consecutive weeks.

8. Childcare benefit

If an *insured person* becomes entitled to benefits which are payable under Part A – Accidental Death and Capital Benefits injury types 1-7 (a), 8 (a) and 9 (a), we will pay the reasonable expenses incurred by the *insured person* for the services of a registered childcare provider.

The maximum amount we will pay is \$10,000 provided that the additional childcare expenses would not otherwise have occurred.

9. Coma benefit

If an *insured person* suffers an *injury* for which benefits are payable under Cover 1. 'Personal Accident' that:

- (a) directly causes or results in a continuous unconscious state; and
- (b) the *insured person* or his or her legal representative presents us with a *medical practitioner's* opinion that confirms that the *injury* caused the *insured person* to be in such a continuous unconscious state,

we will pay the *insured person*, or his or her legal representative on his or her behalf, \$100 per day or part thereof of continuous unconsciousness, up to a maximum of 180 days. This benefit will be payable in addition to any other amount paid or payable under this policy.

10. Corporate image protection

If:

- (a) an *insured person*;
- (b) a group of *insured persons*; or
- (c) a *visitor*,

suffer an *injury*, and this is likely to result in a valid claim for payment of benefits for:

- (i) *accidental death*; or
- (ii) *permanent total disablement*,

we will reimburse *you* for costs (other than *your* own internal costs) incurred for the engagement of image and/or public relations consultants; and/or costs associated with the release of information through the media. Costs must be incurred within 15 days of, and directly in connection with, such *injury*, to protect and/or positively promote *your* business and corporate image.

The maximum amount we will pay is \$15,000 with respect to any one event.

11. Dependent child assistance

Education fund supplement

If, an *insured person* suffers an *accidental death* and is survived by *dependent children*, we will pay to the *insured person's* estate a lump sum benefit of \$10,000 for each surviving *dependent child* subject to a maximum benefit amount of \$30,000 with respect to any one family.

Orphaned benefit

If, an *insured person* and their *spouse* or *partner* suffer an *accidental death* resulting from the same event and they are survived by *dependent children*, we will pay to the *insured person's* estate, in addition to any benefit payable under Education fund supplement, a lump sum benefit of \$10,000 for each surviving *dependent child* subject to a maximum benefit amount of \$30,000 with respect to any one family.

12. Emergency home help benefit

If an *insured person* becomes entitled to benefits which are payable under Part B – Weekly Injury or Part C – Weekly Sickness and is unable to carry out domestic duties as certified by a *medical practitioner*, we will pay the expenses incurred by the *insured person* for domestic help, including childcare and outdoor household activities.

The maximum amount we will pay is \$500 per week for a maximum of 26 weeks, provided that the domestic help is not performed by a *close relative* of the *insured person*.

13. Executor emergency cash advance

If the *insured person* suffers an *accidental death* and at the request of the executor of the *insured persons* estate, we will advance a lump sum benefit of \$25,000 to the *insured* or the executor of the *insured person's* estate, whilst the administration of the *insured person's* estate is arranged. The amount of payment under this additional benefit shall be deducted from any amount paid or payable under Part A – Accidental Death and Capital benefits Injury Type 1.

14. Funeral

In the event that an *insured person* suffers an *accidental death*, we will reimburse expenses up to a maximum of \$10,000 for the *insured person's* funeral, burial or cremation or costs (excluding funeral and interment costs) incurred in transporting the *insured person's* body or ashes and personal effects back to a place nominated by the legal representative of the *insured person's* estate.

15. Home and/or motor vehicle modification benefit

If, an *insured person* suffers an *injury* which results in a benefit being payable under Part A – Accidental Death and Capital Benefits injury types 2-7 (a), 8 (a) and 9 (a), we will also pay up to \$15,000 for costs necessarily incurred to modify the *insured person's* home and/or motor vehicle, or costs associated with relocating the *insured person* to a suitable home provided that the modifications and/or relocation are certified to be necessary by a *medical practitioner*.

16. Independent financial advice

If an *insured person* suffers an *injury* for which benefits are payable under Part A – Accidental Death and Capital Benefits, for any of Injury Types 1-9 under the Table of Benefits, we will, in addition to payment of the benefit, and at *your* request, pay for professional financial advice in respect of the payment of the benefit.

Such advice will be provided by an independent financial advisor:

- (a) who is not an *insured person*, *close relative* of an *insured person*, or *employee of yours*; and
- (b) who is authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice.

The maximum amount we will pay is \$5,000.

17. Miscarriage/premature childbirth benefit

If, an *insured person* suffers an *injury* which results in:

- (a) them suffering a miscarriage; or
- (b) having to undergo a premature (that is less than 32 weeks gestation) childbirth,

we will pay the *insured person* a lump sum benefit of \$10,000.

18. Out of pocket expenses

If an *insured person* suffers an *injury* that results in unforeseen expenses such as:

- (a) local transportation for the purpose of obtaining medical treatment;
- (b) medical aids such as crutches, bandages, traction equipment, walker boots, heat packs etc. that are recommended in the treatment of the *injury* by a *medical practitioner*, or
- (c) other expenses such as clothing and non medical equipment,

we will pay the expenses incurred up to a maximum of \$5,000, provided that these costs are not payable elsewhere under this policy and are not an expense to which General Exclusions 1 and/or 2 apply.

19. Partner retraining benefit

If, an *insured person* suffers *accidental death* or *permanent total disablement*, we will pay, at *your* request, up to \$10,000 towards the actual costs incurred for the training or retraining of the *insured person's spouse* or *partner*:

- (a) for the purpose of obtaining gainful employment;
- (b) to improve their employment prospects; or
- (c) to enable them to improve the quality of care they can provide to the *insured person*,

provided that:

- (i) the training is provided by a recognised institution with qualified skills to provide such training; and
- (ii) all such expenses are incurred within 24 months from the date the *insured person* suffered the *injury* for which the claim depends.

20. Permanent replacement employee

If, an *insured person* suffers an *injury*, and in our opinion this is likely to result in a valid claim for payment of benefits for *accidental death* or *permanent total disablement*, we will reimburse *you* up to \$5,000 for reasonable costs (other than *your* own internal costs) incurred for recruitment of a replacement employee, provided the costs are incurred within the first 60 days from the date the *insured person* suffers the *injury*.

21. Post-traumatic stress disorder weekly benefit

If during the *period of insurance* and while the person is an *insured person*, the *insured person* is a victim of or directly witnesses (other than by television, social media, newspaper or any other media) an *act of terrorism*, *carjacking incident* or *violent criminal act* during their *scope of cover* and;

- (a) suffers *temporary total disablement* or *temporary partial disablement* as a result of Post-traumatic Stress Disorder (PTSD) within 12 months of the incident, and whilst they are an *insured person* under this policy; and
- (b) a benefit for Events 20 and/or 21 are shown in the *schedule*; and
- (c) a benefit amount for Events 22 and/or 23 are shown in the *schedule*,

we will after a 7 day *excess period* and whilst the *temporary total disablement* or *temporary partial disablement* persists pay the *insured person* 100% of their *salary* to a maximum of \$500 a week for a maximum period of 12 weeks.

The maximum amount we will pay for all claims arising out of any one occurrence or series of related occurrences, during the *period of insurance*, shall not exceed \$50,000.

22. Reconstructive/cosmetic surgery benefit

If an *insured person* suffers an *injury* which results in a benefit being payable under Part A – Accidental Death and Capital Benefits injury types 2-18 and as a result is certified by a *medical practitioner* as requiring reconstructive or cosmetic surgery, we will pay the *insured* or the *insured person* an additional 10% of that benefit amount.

The maximum we will pay is \$20,000 with respect to any one event.

23. Recruitment expense benefits

Temporary replacement employee

If, an *insured person* suffers an *injury* for which *temporary total disablement* benefits are payable, we will reimburse *you* up to \$2,500 for costs (other than *your* own internal costs) incurred for recruitment of a temporary employee to continue the tasks of the injured *insured person*, provided that:

- (a) proper medical evidence is provided by a *medical practitioner* certifying that the total period of *temporary total disablement* will be a minimum of 26 continuous weeks; and
- (b) the costs are incurred within 30 days from the first day of *temporary total disablement*.

The maximum amount we will pay is \$25,000.

24. Return to work assistance

If an *insured person* becomes entitled to benefits which are payable under Part B – Weekly Injury or Part C – Weekly Sickness, we will pay towards professional assistance to improve the *insured person's* physical and/or emotional condition in order to return to their usual occupation provided that these costs are not payable elsewhere under this policy and are not an expense to which General Exclusion 1 and/or 2 apply. Professional assistance includes special equipment for and/or modifications to the *insured person's* usual workplace.

The maximum amount we will pay is \$20,000 in respect to any one event.

25. Road or Air rage benefit

If, during the *period of insurance*, an *insured person* suffers an *injury* as a result of being the victim of an *road or air rage incident*, we will pay a lump sum benefit of \$5,000, provided that the *road or air rage incident* has been reported to the police or other relevant local authority as soon as practicable after the incident occurring.

26. Takeover provisions for sickness

Notwithstanding General Exclusion 8 and the definition of *sickness*, the cover provided under Part C – Weekly Sickness Benefit and Part E – Sickness Resulting in Surgery Benefit shall extend to cover an event arising out of a *sickness*, provided that:

- (a) *takeover provisions* are shown as included on *your schedule*; and
- (b) the *insured person's temporary total disablement* or *temporary partial disablement* first occurred whilst they were covered under a policy held by the *insured* which provided similar personal accident and sickness and/or weekly benefits cover; and
- (c) the *insured person* has been continuously insured under such policy held by the *insured* which provided similar personal accident and sickness and/or weekly benefits cover, from the time the *sickness* first manifested until the time the event occurs.

27. Terrorism injury benefit

If an *insured person* suffers an *injury* which results in benefits being payable under Part A – Accidental Death and Capital Benefits for injury types 1-7 (a), 8 (a) or 9 (a) as a direct result of an *act of terrorism*, we will pay a lump sum benefit of \$20,000, provided that the *insured person* reported the *act of terrorism* to the police or other relevant local authority as soon as practicable after the incident occurring.

The maximum amount we will pay for all claims arising out of any one event, or series of related events, during the *period of insurance* shall not exceed \$200,000.

28. Trauma counselling benefit

If during the *period of insurance* and during the *scope of cover* an *insured person* suffers psychological trauma as a result of being a victim of, or an eyewitness to:

- (a) a *violent criminal act* or *act of terrorism*;
- (b) a natural disaster or serious accident; and/or
- (c) becomes entitled to a benefit under Parts A to G of this policy.

We will pay the costs for the *insured person* to receive trauma counselling provided that:

- (i) a *medical practitioner* certifies that the treatment is necessary for the *insured person's* wellbeing; and
- (ii) the trauma counselling is provided by a *mental health practitioner* who is not an *insured person*, a *close relative* of an *insured person*, or *employee of yours*.

The maximum we will pay is \$5,000.

29. Unexpired membership benefit

If, an *insured person* suffers an *injury* which results in benefits being payable for:

- (a) a *capital benefit* of 100% (other than for *accidental death*); or
- (b) *temporary total disablement* or *temporary partial disablement* for which a *medical practitioner* certifies will continue for a minimum period of 26 weeks,

and in either case, is certified by a *medical practitioner* as preventing the *insured person* from continuing participation in any sport for which they have paid a membership, association or registration fee, we will pay the *insured person* a pro-rata refund of such fees paid for the current season up to an aggregate amount of \$3,000.

30. Visitors' benefit

If, during the *period of insurance*, a *visitor* in on *your* premises in connection with *your* business and suffers an *injury*, which, had the *visitor* been an *insured person*, would have resulted in a benefit payable under Cover 1. 'Personal Accident' for *accidental death* or *permanent total disablement*, we will pay such third party, or his or her legal representative on his or her behalf, a lump sum benefit of \$25,000.

31. Workplace assault benefit

If an *insured person* suffers an *injury* directly as a result of an unprovoked workplace assault, we will pay a lump sum benefit of \$5,000 to the *insured* or the *insured person*.

32. Work experience benefit

If a person is undertaking authorised *work experience* with the *insured* and, whilst performing their duties on behalf of the *insured* suffers an *injury* which, had the person been an *insured person*, would have resulted in a benefit being payable under Part A – Accidental Death and Capital Benefits for injury types 1-7 (a), 8 (a) or 9 (a), we will pay *you* a lump sum benefit of \$5,000.

Coverage Conditions

1. We will not pay for more than one occurrence of *temporary total disablement* and/or *temporary partial disablement* that occur at the same period of time whether relating to the same *injury* or *sickness* or not.
2. The amount of any benefit payable for *temporary total disablement* or *temporary partial disablement* will be reduced by the amount of any periodic compensation benefits payable under any Workers' Compensation or Accident Compensation Scheme and the amount of any sick pay received or disability entitlement so that the total amount of any such benefit or entitlement together with any benefits payable under this policy shall not exceed the percentage of salary stated in the schedule multiplied by the lesser of:
 - (a) the *sum insured* stated in the *schedule*; or
 - (b) the *insured person's salary*.

For example, if:

- (i) the applicable percentage is 85%; and
- (ii) the *sum insured* stated in the *schedule* is \$2,000, and the maximum benefit period is 104 weeks against Part B – Weekly Injury Benefits; and
- (iii) an *insured person's salary* is \$1,500; and
- (iv) the *insured person* is entitled to benefits of (say) \$500 per week under a compensation scheme above, then that *insured person's* maximum benefit will be limited to 85% of \$1,500 = \$1,275 less \$500 = \$775 for such period that the *temporary total disablement* and entitlement to payment under the compensation continue.

If the *insured person* surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or part), the total amount of benefits under this policy will be reduced by the amount of payment to which the *insured person* would have been entitled or had right to claim.

- 3. Where in relation to a benefit payable under Injury Type 2, 19, 20, 21, 22 and/or 23 under the Table of Benefits we disagree with the opinion given by *your* or the *insured persons medical practitioner* or *mental health practitioner*, we reserve the right to, at our expense have the *insured person* for whom the claim for benefits is based examined by a *medical practitioner* or *mental health practitioner* of our choosing. If the *medical practitioner* or *mental health practitioner* of our choosing provide an opinion which is contrary to that of *your* or the *insured persons medical practitioner* or *mental health practitioner*, the opinion of an independent *medical practitioner* or *mental health practitioner* chosen by mutual consent will be sought. The opinion of the independent *medical practitioner* or *mental health practitioner* will be the basis for determining the extent of *permanent total disablement*, *temporary total disablement* or *temporary partial disablement*.
- 4. If as a result of *injury* or *sickness*, benefits become payable for *temporary total disablement* or *temporary partial disablement* and while this policy is in force, the *insured person* suffers a recurrence of *temporary total disablement* or *temporary partial disablement* from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the *insured person* has worked on a full-time basis for at least 6 consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new *injury* or *sickness* and a new *excess period* will be applied.

Where an *injury* requires surgical treatment which cannot be performed within 12 months from the date of that *injury*, provided the *insured person* can demonstrate that such treatment was known as necessary during that 12 month period and a *medical practitioner* certifies this, we will treat this 12 month period as a continuation of the first *injury* regardless of whether the *insured person* has been able to return to work for 6 months, provided surgery does not occur in a period in excess of 24 months from the original date of *injury*. Note, any continuation benefits shall still not exceed the total maximum Benefit Period as shown in the *schedule*.

- 5. All benefits for *temporary total disablement* and *temporary partial disablement*, with the exception of cover provided under Extension of Cover 4. 'Guaranteed Payment' above, will be payable monthly in arrears.
- 6. Benefits for *temporary total disablement* and *temporary partial disablement* for a period of less than one week will be paid for at the rate of one-fifth of the *weekly benefit* for each day during which disablement continues.
- 7. All benefits under this policy will be payable to *you* or such person or persons and in such proportions as *you* nominate to us.
- 8. The *insured person* must as soon as reasonably practical after the happening of an *injury* giving rise to a claim under this policy, obtain and follow the proper medical advice from a *medical practitioner* or *mental health practitioner*, and where applicable make every practicable effort to adhere to the recommendations detailed in their *rehabilitation plan*.
- 9. If as a result of *injury*, the *insured person* is entitled to *temporary total disablement* or *temporary partial disablement* benefits and subsequently becomes entitled to a benefit under Injury Types 2, 3 or 19 under the Table of Benefits, all benefits payable for *temporary total disablement* and *temporary partial disablement* will cease from the date of such entitlement.

10. All benefits payable in respect of *temporary total disablement* and *temporary partial disablement* shall cease upon the earliest happening of the following:
 - (a) the *insured person* returning to normal work or duties or being cleared by a *medical practitioner* or *mental health practitioner* to return to normal work duties whether such work is available with *you* or not;
 - (b) the *insured person* retiring, accepting early retirement or voluntary redundancy;
 - (c) the *insured person* unreasonably failing to attend and/or make every practical effort to adhere to the recommendations detailed in their *rehabilitation plan* or health advice of their *medical practitioner* or *mental health practitioner*; or
 - (d) the death of the *insured person*.
11. In the event the *insured person* is medically certified as fit for suitable work or duties, but fails to engage in the hours the *insured person* is medically certified as fit to perform in the return to work program or rehabilitation program, benefits payable in respect of *temporary total disablement* and *temporary partial disablement* will be reduced by the hourly gross pre disability earnings rate the *insured person* would have been paid had they actually engaged in the duties for the hours they were medically certified as fit to do so. All benefits will cease upon the earliest happening of the following:
 - (a) the *insured person* is medically certified either by *your* treating *medical practitioner* or *mental health practitioner* or an independent *medical practitioner* appointed to examine the *insured person* by us, as fully fit to resume work in their *usual occupation*; or
 - (b) the *insured person* commences any employment with a different employer.
12. If two or more Injury Types under Part's A, D, E, F, G in the Table of Benefits occur as a result of the same *accident*, the total amount payable shall not exceed 100% of the *sum insured* for that part. Provided that the Maximum benefit payable, shall not exceed the *sum insured* shown in the *schedule* against Part A – Accidental Death and Capital Benefit.
13. The benefits payable under Part B and C of this Policy shall be subject to the following:
 - (a) the *excess period* stated in the *schedule* against Part B – Weekly Injury Benefits and/or Part C Weekly Sickness Benefits which will be calculated from the commencement of the *temporary total disablement* or *temporary partial disablement*; and
 - (b) the total aggregate benefit period as shown in the *schedule* or 156 weeks (whichever is the lesser) in respect of *temporary total disablement* or *temporary partial disablement* arising from any one *injury* or *sickness*; and
 - (c) the maximum amount payable shall be equal to the percentage of *salary* shown in the *schedule* multiplied by the *insured persons salary*, or the *sum insured* stated in the *schedule*, whichever is the lesser.
14. The benefit payable under Part A – Accidental Death and Capital Benefits in respect of an *insured person* under 18 years of age, unless otherwise agreed by us, will be limited to a maximum of:
 - (a) \$25,000 for Injury Type 1 (Accidental Death) under the Table of Benefits; or
 - (b) \$250,000 for Injury Type 2 – 19 under the Table of Benefits,or the amount stated in the *schedule*, whichever is the lesser.
15. In respect of an *insured person* aged between 70 and under 75 years, the total aggregate period in respect of any *temporary total disablement* or *temporary partial disablement* arising from an *injury* or *sickness* shall be 52 weeks. This condition will not prejudice any entitlement to claim benefits which arose before the *insured person* attained the age of 75 years, unless otherwise stated in the *schedule*.
16. In respect of an *insured person* aged between 75 and under 85 years, no benefit shall be payable for Injury Types 20, 21, 22 or 23 under the Table of Benefits. This condition will not prejudice any entitlement to claim benefits which arose before the *insured person* attained the age of 85 years, unless otherwise stated in the *schedule*.

17. In respect of an *insured person* aged between 85 years and under 90 years:
- (a) the benefit payable for Injury Type 1 (Accidental Death) and with respect to Injury Types 3-19 under the Table of Benefits will, unless otherwise agreed by us, be limited to a maximum of \$250,000 or the amount stated in the *schedule* against Part A – Accidental Death and Capital Benefits, whichever is the lesser; and
 - (b) no benefit shall be payable for Injury Types 20, 21, 22 or 23 under the Table of Benefits.
- This condition will not prejudice any entitlement to claim benefits which arose before the *insured person* attained the age of 90 years, unless otherwise stated in the *schedule*.
18. In respect of an *insured person* aged 90 years or over:
- (a) the benefit payable for Injury Type 1 (Accidental Death) and with respect to Injury Types 3-19 under the Table of Benefits will, unless otherwise agreed by us, be limited to a maximum of \$25,000 or the amount stated in the *schedule* against Part A – Accidental Death and Capital Benefits, whichever is the lesser; and
 - (b) no benefit shall be payable for Injury Type 2 (Permanent Total Disablement) under the Table of Benefits; and
 - (c) no benefit shall be payable for Injury Types 20, 21, 22 or 23 under the Table of Benefits.
- This condition will not prejudice any entitlement to claim benefits which arose before the *insured person* attained the age of 90 years, unless otherwise stated in the *schedule*.
19. In the event that the Capital Benefit Sum Insured as shown in the *schedule* is linked to the *insured person's salary*, and the *insured person* is not in receipt of a *salary* or wage, the benefit payable will be limited to 50% of the maximum Capital Benefit Sum Insured as shown in the *schedule* against their respective category of *insured person* or such reduced amount as stated in conditions 14, 17 (a) or 18 (a) above.
20. Should an *insured person* be entitled to receive a benefit or make a claim under both this policy and any other Accident and Health policy issued by us in respect of the same loss, cover shall be limited to whichever policy provides the higher benefit only.

General Exclusions

We will not pay any benefits where death, *injury*, *sickness*, disability or liability arises from or is caused directly from:

1. where our payment would result in our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), the Private Health Insurance (Health Insurance Business) Rules as updated from time to time, or the National Health Act (Cth);
2. which are covered by Medicare, or by any workers compensation legislation, transport accident legislation, government sponsored fund, plan, medical benefit scheme or any other insurance policy required to be effected by or under law;
3. for *temporary total disablement* or *temporary partial disablement* with respect to any *sickness* which is wholly or partly attributable to childbirth or pregnancy except for unexpected medical complications or emergencies arising there from except cover provided under Additional Benefit 17 'Miscarriage/premature childbirth benefit';
4. the suicide, attempted suicide, or deliberately self-inflicted *injury* or *sickness* of the *insured* or an *insured person*;
5. any deliberate, illegal or criminal acts committed by the *insured* or any *insured person*, or any other person acting with their express consent or at their direction;
6. the *insured person* engaging or taking part in:
 - (a) flying in an aircraft or aerial device, unless as a passenger in an aircraft licensed to carry passengers;
 - (b) training for or participating in a *professional sport*; or
 - (c) active service in any armed force for any nation;
7. *war*, *civil war*, invasion, insurrection, revolution, use of military power or usurpation of government or military power in Australia or an *insured person's country of residence*, or any of the following countries: Afghanistan, Chechnya, Iraq, Russia, Ukraine, North Korea or Somalia;
8. any *pre-existing condition*, provided that this exclusion will not apply:
 - (a) to any illness or disease which is a direct result of medical or surgical treatment rendered necessary by any *injury*; or
 - (b) where the *takeover provisions* have been met.

Claims Procedures

1. In the event of a claim

In the event of a claim, *you* must:

- (a) tell us what happened. *You* can contact us on 132 687 or contact *your* intermediary, as soon as practicable;
- (b) complete our claim form and send it to us promptly if we request it; and
- (c) provide any other information or help which we may request to support *your* claim.

Where an *accident* causing *injury, sickness* or disability to an *insured person* occurs, the *insured person* should:

- (d) obtain and follow medical advice, including undertaking treatment, as prescribed from a *medical practitioner*; and
- (e) obtain a certificate from a *medical practitioner* confirming the nature and extent of the *injury, sickness* or disability.

After *you* have made a claim under *your* policy, we have the sole right to act in *your* name and on *your* behalf to negotiate or settle any claim. If we do this, it will be at our expense.

You should provide us with all the help and information we need to pursue these claims, as not providing us with the information we request in (a) to (c) above, and/or not complying with the requirements of (d) and (e) above may delay the assessment of *your* claim, and/or prejudice the cover under this policy.

2. Reporting period

You should provide us with notice of any occurrence likely to give rise to a claim within 30 days or soon as reasonably practicable after the date of the occurrence, as delaying providing us with notice of such events may prejudice the cover under this policy.

3. After your claim is accepted

After we have paid a claim under *your* policy, either in total or in part, we have the right to take over any legal right of recovery which *you* have. If we do this, it will be for our benefit and at our expense (if *you* have been fully reimbursed). *You* must provide full cooperation.

4. Payments in respect of Goods and Services Tax

When we make a payment to *you* or on *your* behalf, under *your* policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that *you* are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth), in relation to that acquisition, whether or not that acquisition is actually made.

When we make a payment to *you* or on *your* behalf, under *your* policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that *you* are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such goods, services or supply.

5. Progress payments

If we have agreed that a claim is covered by *your* policy, we will make reasonable progress payments.

General Provisions

The following general provisions apply to *your* policy:

1. Precautions

You must take all reasonable care to prevent or minimise loss, damage, *injury, sickness* or liability, including *your* compliance with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

2. Medical examination or post mortem

We will be entitled at our expense to have any *insured person* medically examined or in the event of death, a post mortem examination carried out. We will give the *insured person* or their legal representative reasonable notice of the medical examination.

3. Cancellation

- (a) *You* may cancel this policy at any time by notifying us in writing.

Notice of cancellation has the effect of cancelling this policy at 4.00pm on the day we receive *your* notice or such later date *you* request.

- (b) We may cancel this policy by notifying *you* in writing, if *you* are in breach of any of the terms or conditions, or for any other reason available at law.

Notice of cancellation has the effect of cancelling this policy at 4.00pm on the 30th business day, after the day on which notice was sent to *you*.

- (c) (i) After cancellation by *you*, we will be entitled to retain:
- (1) the pro rata premium for the period during which the policy has been in force; and
 - (2) any tax or duty paid or owing for which we are unable to obtain a refund.
- (ii) After cancellation by us, *you* will be entitled to a refund on a pro rata basis in relation to the unexpired *period of insurance*.

You will not receive a refund if *you* have made a claim or *you* become entitled to make a claim under the policy which is greater than 65% of the premium paid.

4. Fraudulent claims

If *you* or any party covered by *your* policy makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused.

5. Other insurance and contribution

When *you* make a claim on *your* policy *you* must also supply us with details of all other insurance policies that may also pay or partially pay that claim.

6. Alteration of risk

You must tell us as soon as practicable if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage, *injury*, *sickness* or liability. Changes to be advised include, but are not limited to, an increase in the number of *insured persons*, a change to the *insured persons* activities from office based to field based or a change in *your* business activities or service offering. If we choose to accept this change, we will do so in writing, and *you* must pay us any additional premium that we may reasonably require.

7. Notifications

All notices and communications to us must be made or confirmed by *you* or *your* intermediary and sent to our office where *your* policy was issued.

8. Proper law and jurisdiction

The construction, interpretation and meaning of the provisions of this policy will be determined in accordance with the laws of the State or Territory of Australia in which the policy was issued.

In the event of any dispute arising under this policy, including but not limited to its construction, interpretation, validity or performance, *you* will submit to the exclusive jurisdiction of the courts of Australia.

A reference to any statute, regulation or subordinate legislation includes any amendment, replacement, successor or equivalent to or of that statute, regulation or subordinate legislation.

9. Subrogation

You and all *insured persons* will at any time, at our request and expense, permit all reasonable steps required to enforce any rights to which we would be entitled, including but not limited to any necessary steps required to prosecute a person or group responsible for any unauthorised acts against an *insured person*.

10. Sanctions regulation

Notwithstanding any other terms or conditions under this policy, Zurich shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to *you* or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of *yours* would violate any applicable trade or economic sanctions, law or regulation.

11. Currency

All amounts under this policy are expressed and payable in Australian currency.

Except as otherwise provided, if a judgment is rendered, settlement is denominated or another element of loss under this policy is stated in a currency other than Australian dollars, payment under this policy will be made in Australian dollars at the cash rate of exchange for the purchase of Australian dollars in accordance with the Reserve Bank of Australia on the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

12. Renewal

This policy may be renewed with our consent provided *you* pay or agree to pay the required renewal premium.

Zurich Australian Insurance Limited

ABN 13 000 296 640, AFS Licence No: 232507
Head Office: 118 Mount Street, North Sydney NSW 2060

Client enquiries
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www.zurich.com.au

