

## Individual injury and sickness insurance

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### Product Disclosure Statement and Policy Wording

The insurer of this product is:

Wesfarmers General Insurance Limited ABN 24 000 036 279, trading as Lumley Insurance.

AFS Licence No. 241461

Preparation Date: 01/07/09

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## IMPORTANT CUSTOMER INFORMATION

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### About our Product Disclosure Statement and Policy Wording

This document (which is our Product Disclosure Statement and Policy Wording) contains important information to help you understand Lumley Insurance's Individual Injury and Sickness Insurance. Before you decide whether to purchase it, you need to read this document carefully to understand its features and benefits.

Other documents may form part of our PDS. If they do we will tell you in the relevant document.

### Applying for cover

When you apply for this insurance, you will need to complete a proposal form. We will use and rely on the information supplied by you to decide the terms of cover we will provide. We provide cover to you on the terms contained in this document, and the Schedule that we issue to you.

The Schedule will contain important information relevant to your insurance including the Period of Insurance, your Premium, the applicable benefits and limits, the Waiting Period that applies and whether any standard terms have been varied by way of endorsement.

All of these make up your "Policy" with us. You need to keep these documents in a safe place. For certain cover you may need to provide us with receipts and other documentary evidence to us in order to claim. Make sure you also keep these in a safe place.

Before expiry, we will send you a renewal notice which tells you whether we will renew and on what terms. The renewal notice will tell you what is required.

### Services provided by Lumley Insurance and General Advice Warning

Lumley Insurance is an Australian Financial Services Licensee and is authorised under its licence to deal in and provide general advice on this insurance.

Any advice we or our representatives provide is general only and does not take into account your personal objectives, financial situation or needs. Because of this you should, before acting on the advice, decide if it is right for you and consider the information contained in this document carefully.

Lumley Insurance's employees are paid an annual salary and possibly bonuses based on performance criteria and achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to you unless they tell you otherwise.

### Summary of cover and other significant matters

Before you proceed you need to make sure that you are happy with the extent of cover provided by this insurance. If not, you may not get the cover you require.

By way of summary, the principal covers available are:

- **Injury Cover** – if you suffer a defined Injury during the Period of Insurance and this results within 12 consecutive calendar months in one of the covered events set out in the Table of Benefits, we will pay you (or such other persons we specify) the applicable capital or weekly benefits listed for the relevant event.
- **Sickness Cover** - if you suffer a defined Sickness during the Period of Insurance and this results within 12 consecutive calendar months in one of the covered events set out in the Table of Benefits, we will pay you the weekly benefits listed for the relevant event.

We only cover you for the events listed as covered in the Schedule for both types of cover.

The relevant Injury or Sickness must:

- first occur or manifest itself during the Period of Insurance; and
- occur solely, directly and independently of any other cause or condition which existed prior to the Period of Insurance for which they received medical treatment or which they were aware of or a reasonable person in the circumstances would have been aware of.

We only provide cover up to the amount(s) and limits and sum(s) insured and for the period of time specified in the Policy and subject to its other terms, conditions and exclusions.

A "Waiting Period" applies for disability claims. This is the period of time no weekly compensation is payable for disablement. After that time we will begin our payments subject to the terms of the Policy. We agree on the period with you and it is specified in the Schedule.

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## IMPORTANT CUSTOMER INFORMATION (continued)

If you do not adequately insure yourself for your potential loss, you may have to bear the uninsured proportion of any loss yourself.

We may refuse to pay or reduce the amount we pay under a claim in certain circumstances. In particular, where an exclusion applies and if you do not comply with the terms and conditions of the Policy.

We also may cancel the Policy in certain circumstances permitted by law e.g. if you fail to comply with a condition or breach the duty of disclosure. See General Conditions for details.

We also may cancel the Policy in certain circumstances permitted by law e.g. if the policy holder fails to comply with a condition or breaches the duty of disclosure. See General Conditions for details.

### Cost of the insurance

The insurance provided is subject to your payment or agreement to pay the Premium we require by the agreed time. In order to calculate the Premium, we take various factors into consideration, which may include:

- the type of cover requested;
- the Sum(s) Insured and limits; and
- your previous insurance history.

Your Premium also includes amounts that take into account our actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies (for example Stamp Duty, GST and any Fire Services Levy where applicable) in relation to your Policy. We will tell you when you apply what Premium is payable, when it needs to be paid and how it can be paid.

### Duty of Disclosure

Before you enter into your Policy with us, you have a duty under the *Insurance Contracts Act 1984* (Cth) to disclose to us every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

The Act imposes a different duty the first time you enter into your Policy with us, to that which applies when you renew, vary, extend or replace it.

#### *Your Duty of Disclosure when you enter into your Policy with us for the first time*

We will ask you various questions when you first apply for your Policy that are relevant to our decision whether to accept the risk of insurance and, if so, on what terms. When you answer those questions, you must:

- give us honest and complete answers;
- tell us everything you know; and
- tell us everything that a reasonable person in the circumstances could be expected to know.

#### *Your Duty of Disclosure when you renew, vary, extend, reinstate or replace your Policy*

When you renew, extend, vary or reinstate your Policy, your duty is to disclose to us before the renewal, extension, variation or reinstatement, every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

#### *What you do not need to tell us*

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or, in the ordinary course of business, ought to know;
- as to which compliance with your duty is waived by us.

#### *Who does the Duty of Disclosure apply to?*

The duty of disclosure applies to you and everyone that is an insured under the contract of insurance.

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## DEFINITIONS

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### *What happens if you or they do not comply with the Duty of Disclosure?*

If you, or they, fail to comply with the duty of disclosure, we may be entitled to reduce our liability under your Policy in respect of a claim or cancel it. If the non-disclosure is fraudulent, we may be able to treat your Policy as if it was never effected.

### **Cooling off rights**

Even after you make a decision to purchase the insurance, you still have cooling off rights. You can return the insurance by notifying us in writing within 21 days of the Policy commencing and we will refund the Premium paid unless something has occurred for which a claim may be payable. Even after this cooling off period ends you still have cancellation rights (see General Conditions).

### **Confirming Transactions**

You may contact us in writing or by phone to confirm any transaction under this insurance if you or your adviser do not already have the required confirmation details.

### **Code of Practice**

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self regulatory code for use by all insurers. We are a signatory to the Code of Practice. The Code aims to raise the standards of practice and service in the insurance industry.

If you require further details please contact your nearest Lumley Insurance office or visit our website at [www.lumley.com.au](http://www.lumley.com.au).

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

The General Conditions Section tells you what you need to do.

### **Complaints - Internal and External Complaints Procedure**

If you have a complaint, please write to us and explain what your complaint is and the reasons behind it.

We will then either resolve or attempt to resolve your complaint immediately and refer the matter to our Internal Dispute Resolution Committee (IDRC) if it is unresolved.

If you are not satisfied with the decision of the IDRC, you may be able to access the services of an independent external dispute resolution body called Financial Ombudsman Services (FOS).

If you require further information about our dispute resolution process, please contact us.

### **Financial Ombudsman Service**

Freecall: 1300 78 08 08

Post: GPO BOX 3, Melbourne Victoria 3001

Website: [www.fos.org.au](http://www.fos.org.au)

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

### **Privacy**

We are bound by the National Privacy Principles of the *Privacy Act 1988* (Cth) when we collect and handle your personal information.

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling. We also collect your personal information to conduct market or customer satisfaction research and to develop and identify products and services that may interest you. If necessary, we may collect your health and other sensitive information, but we will obtain your consent before doing so unless the collection is required or permitted by or under law.

We disclose personal information to persons we deal with in providing our services to you, for example, reinsurers, insurance intermediaries, insurance reference bureaus, credit reference agencies, our and your advisers and those involved in the claims handling process, for the purposes of assisting us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it. By providing your personal information to us, you consent to us making these disclosures.

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## DEFINITIONS

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Without this information, we may not be able to provide you with the services you require.

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

If you would like a copy of our Privacy Policy, would like to seek access to or correct your personal information, or opt out of receiving materials we send, please contact us.

### **Updating our Product Disclosure Statement**

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by calling us).

### **Compensation Arrangements**

The *Corporations Act 2001* (Cth) requires licensees to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of this Act, unless an exemption applies. We are exempt from this requirement because we are an insurer supervised by the Australian Prudential Regulation Authority and subject to the prudential requirements of the *Insurance Act 1973* (Cth).

### **Our contact details**

If you or your adviser need to contact us, have any questions or would like any further information regarding this insurance, contact us using the contact details provided in this document or where relevant, our agent or local office.

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## COVER

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### DEFINITIONS

In the Policy some words have a special meaning (whether expressed in the singular or the plural) and we define them below:

**"we", "us", "our",** and **"Lumley Insurance"** means the insurer, Wesfarmers General Insurance Limited ABN 24 000 036 279, trading as Lumley Insurance .

**"you", "your"** means the person named as the Insured in the Schedule.

To assist you the following words have been printed in Title case wherever they appear in the Policy.

**"Aggregate Period"** means the maximum period of time for which we will pay any weekly benefits for any one Injury or Sickness irrespective of whether claims are made under this Policy or another policy you hold or held with us. The relevant aggregate period is specified in the Schedule.

**"Business Expenses"** means Employees' salaries and costs directly related to salaries, including but not restricted to superannuation, accident or workers' compensation premium, payroll tax and other amounts payable under various Awards and Regulations; rent or mortgage interest payment; electricity; heating and water; laundry; cleaning; gas; telephone; property rates; leasing of equipment or automobile; other expenses normal and customary in the conduct and operation of your allowable for income tax purposes. The total amount shall not exceed four (4) times the Weekly Benefit payable under Section B or C, as the case may be. An upper limit of \$4,000 per month applies.

However it does not include personal salary, fees, drawings account or any other remuneration for:

- (a) yourself or your replacement;
- (b) the replacement of any person who is not your employee;
- (c) the cost of goods, wares, merchandise of any nature; the cost of the implements of your profession, or occupation other than as covered above.

**"Fingers Or Toes"** means the digits of a hand or foot.

**"Income"** means the average of your weekly income net of expenses but before personal deductions and income tax, earned from personal exertion in your usual, profession, occupation or employment for the number of weeks so engaged during the twelve (12) month period immediately preceding Injury or Sickness resulting in any of the Events covered by the Policy, excluding bonuses, commissions, overtime payments or other allowances.

**"Injury"** means bodily injury first occurring during the Period of Insurance which:

- (a) is caused by sudden, violent, external and visible means;
- (b) occurs fortuitously and is unforeseen or unintended by you; and
- (c) occurs solely, directly and independently of any other cause or condition (including but not limited to any other bodily injury, sickness, illness, disease or congenital condition) which existed prior to the Period of Insurance:
  - (i) for which you received treatment or advice for treatment; or
  - (ii) which you were aware of or a reasonable person in the circumstances would have been aware of,prior to the Period of Insurance.

**"Limb"** means the entire limb between the hip and the ankle or between the shoulder and the wrist.

**"Loss of Use"** means loss of, by physical severance, or total and permanent loss of the effective use of the part of the body referred to.

**"Medical Practitioner"** means a legally qualified and registered medical practitioner who is not the insured or a relative or family member of the insured and who is acting within the scope of their registration and pursuant to the relevant laws.

**"Paraplegia"** means Permanent, total and entire paralysis of both legs and part or whole of the lower half of the body.

**"Partial Disablement"** means disablement which prevents you from carrying out a substantial part of the normal duties of your usual occupation or any other occupation for which you are reasonably fitted by experience, qualification or training.

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**COVER**

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**"Period of Insurance"** means the period stated in the Schedule. It does not refer to any prior period of insurance if this Policy is a renewal of a previous policy. Each period is treated as separate.

**"Permanent"** means lasting twelve (12) consecutive calendar months and at the expiry of that period is certified by a Medical Practitioner as being beyond hope of improvement.

**"Permanent Total Disablement"** means Total Disablement which continues for twelve (12) consecutive calendar months and at the expiry of that time is certified by a Medical Practitioner as being beyond hope of improvement and entirely preventing you forever from engaging in any, profession, occupation or employment for which you are reasonably qualified by training, education or experience.

**"Policy"** means our agreement with you, including this product disclosure statement and policy wording, your proposal for insurance and the Schedule, as well as any endorsements we issue to you in writing.

**"Premium"** means the amount you have to pay us (inclusive of all Government Charges) for your insurance cover under the Policy.

**"Quadriplegia"** means Permanent, total and entire paralysis of both arms and both legs.

**"Schedule"** means the most current Schedule, certificate and endorsements we provide to you which contains details of your cover specific to you.

**"Sickness"** means illness or disease:

- (a) first manifesting itself during the Period of Insurance; and
- (b) occurs solely, directly and independently of any other cause or condition (including but not limited to any other bodily injury, sickness, illness, disease or congenital condition) which existed prior to the Period of Insurance:
  - (i) for which you received treatment or advice for treatment; or
  - (ii) which you were aware of or a reasonable person in the circumstances would have been aware of,prior to the Period of Insurance.

Sickness does not include a bodily injury.

**"Temporary Partial disablement"** means where you are not suffering from a Permanent Partial Disablement.

**"Temporary Total Disablement"** means where you are not suffering from Permanent Total Disablement.

**"Total Disablement"** means that as a result of the relevant Injury or Sickness you are wholly and continuously prevented from engaging in your usual occupation, or any other occupation for which you are reasonably qualified by experience, education or training, and are under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner.

**"Waiting Period"** means the period specified in the Schedule commencing with the first day of Total Disablement or Partial Disablement for which medical treatment was sought in respect of an Injury or Sickness and for which no compensation is payable by us.

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**THE AGREEMENT BETWEEN YOU AND US (YOUR POLICY)**

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In return for your payment of the Premium or your agreement to pay it to us within the time we require, we agree to indemnify you against loss, damage or liability caused by a covered event occurring during the Period of Insurance, subject to the terms, conditions and exclusions of your Policy.

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**SCHEDULE OF BENEFITS**

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**INJURY COVER (Applicable if specified in the Schedule)**

If you suffer an Injury that results in any of the Events in Section A, B and D of the Schedule of Benefits Table set out below and the Event:

- (a) is listed as covered in the Schedule; and
- (b) occurs within 12 calendar months of the Injury;

we will pay you (or in the case of death, to your legal personal representative, or such other person or entity as agreed upon with you) the compensation specified for the relevant Event, subject to the other terms, conditions and exclusions of the Policy.

**SICKNESS COVER (Applicable if specified in the Schedule)**

Where you suffer a Sickness that results in any of the Events in Section C and D of the Schedule of Benefits Table set out below and the Event:

- is listed as covered in the Schedule; and
- occurs within 12 calendar months of the Sickness,

we will pay you the compensation specified for the relevant Event, subject to the other terms, conditions and exclusions of the Policy.

**Section A - Capital Benefits**

The Compensation for the following Events (where specified as applicable in the Schedule) shall be payable as a percentage of the Capital Sum Insured specified in the Schedule. The benefits are subject to the Limitations on Coverage section below as well as the other limits, exclusions and conditions that apply under the Policy.

<b>The Events</b>	<b>The Compensation</b>
Injury as defined, resulting in:	
1. death	1. 100%
2. Permanent Total Disablement	2. 100%
3. Permanent and incurable total paralysis of all limbs	3. 100%
4. Permanent total loss of sight of both eyes	4. 100%
5. Permanent total loss of sight of one eye	5. 100%
6. Permanent total Loss of Use of two limbs	6. 100%
7. Permanent total Loss of Use of one limb	7. 100%
8. Permanent total loss of the lens of both eyes	8. 100%
9. Permanent total loss of the lens of one eye	9. 50%
10. Permanent total loss of hearing in	10.
(a) both ears	(a) 75%
(b) one ear	(b) 15%
11. Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extends to cover more than 40% of the entire external body.	11. 50%
12. Permanent total Loss of Use of four fingers and thumb of either hand	12. 70%
13. Permanent total Loss of Use of four fingers of either hand	13. 40%
14. Permanent total Loss of Use of one thumb of either hand	14.
(a) both joints	(a) 30%
(b) one joint	(b) 15%

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**SCHEDULE OF BENEFITS (continued)**

15.	Permanent total Loss of Use of one finger of either hand	15.	
(a)	three joints	(a)	10%
(b)	two joints	(b)	7%
(c)	one joint	(c)	5%
16.	Permanent total Loss of Use of Toes of either foot	16.	
(a)	all - one foot	(a)	15%
(b)	great - both joints	(b)	5%
(c)	great - one joint	(c)	3%
(d)	other than great – each Toe	(d)	1%
17.	Fractured leg or patella with established non-union	17.	10%
18.	Shortening of leg by at least 5cm	18.	7%
19.	Permanent Partial Disablement not otherwise provided for under Events 5 to 18 inclusive	19.	Such percentage of the Capital Sum Insured which corresponds to the percentage reduction in whole bodily function as certified by not less than three (3) Medical Practitioners one of whom shall be your treating doctor and the other two (2) as nominated by us. In the event of a disagreement between them the percentage awarded shall be the average of the three (3) opinions.

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**SCHEDULE OF BENEFITS (continued)****Section B - Weekly Injury Benefit**

<b>The Events</b>		<b>The Compensation</b>	
Injury as defined, resulting in:			
20.	Temporary Total Disablement	20.	During such disablement the amount per week specified in the Schedule or 85% Income as defined whichever is the lesser.
21.	Temporary Partial Disablement	21.	During such disablement, 25 per cent of Event 20 per week.

**Section C - Weekly Sickness Benefit**

<b>The Events</b>		<b>The Compensation</b>	
Sickness, as defined, causing:			
22.	Temporary Total Disablement	22.	During such disablement the amount per week specified in the Schedule or 85% Income as defined whichever is the lesser.

**Section D - Monthly Business Expenses**

<b>The Events</b>		<b>The Compensation</b>	
The relevant Injury or Sickness as defined, resulting in:			
23.	Temporary Total Disablement	23.	<p>During such disablement, Business Expenses actually incurred during the month of Disablement, calculated at a rate of 1/12th of such expenses for each month of Disablement, or the amount specified in the Schedule whichever is the lesser.</p> <p>The total amount payable for this benefit shall not exceed four (4) times the Weekly Benefit payable under Section B or C, as the case may be. An upper limit of \$4,000 per month applies.</p>

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**ADDITIONAL BENEFITS**

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(Applicable to the extent that the relevant Event is specified as Covered in the schedule)

**1. Pre-Existing Sickness**

No claim shall be reduced or denied on the grounds that a sickness, or disease, the presence of which was then unknown to you, had existed prior to the commencing date of the first Period of Insurance, unless such sickness or disease is excluded from coverage under the Policy.

**2. Exposure**

If any of the Events listed in Section A, B or D occurs as the result of unexpected exposure to the elements following an Injury, we will assume that you have sustained an Injury and will pay the relevant Compensation specified for the Event.

**3. Disappearance**

If your body has not been found within one (1) year after the date of the disappearance, sinking or wrecking of the conveyance in which you were travelling at such date, we will assume that you died as the result of an Injury and will pay the relevant Compensation specified under Event 1 Section A of the Policy, subject to receipt of a signed undertaking by the person to whom the claim is paid that any payment will be refunded if it is later demonstrated that you did not die as a result of an Injury.

**4. Rehabilitation expenses**

We will pay after the happening of an Event listed in Section B or C of the Policy expenses incurred for tuition or advice from a licensed vocational school, provided such tuition or advice is undertaken with our prior agreement and the agreement of your attending physician.

Compensation under this provision will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of six (6) calendar months.

**5. Escalation of claim benefit**

After payment of the Compensation under Section B or C continuously for 12 calendar months, and again after each subsequent period of twelve (12) calendar months during which Compensation is paid, the Compensation will be increased by five (5) percent compound.

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**LIMITATIONS OF COVERAGE**

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**1. Limits applicable to Section A**

- (a) Compensation shall not be payable for more than one of the Events listed in Section A in respect of the same Injury;
- (b) Any Compensation payable for Events 2-19 listed in Section A shall be reduced by any Compensation already paid under Events 20 and/or 21 in Section B and/or Event 23 in Section D in respect of the same Injury;
- (c) Should you sustain Injury which results in any one of Events 2 to 8 described in Section A there shall be no further liability under the Policy for Injury sustained thereafter;
- (d) If you become entitled to Compensation under any one of the Events listed in Section A (other than Event 1) you may elect to receive Compensation either under that Event or under Events listed in Section B.

**2. Limits applicable to Sections B, C and D**

- (a) Compensation under Sections B, C and D shall not be payable beyond the date you attain age 65 or your normal retiring age whichever is the earlier.
- (b) Compensation shall not be payable under more than one of Events 20 and/or 21 in Section B or Event 22 in Section C in respect of the same period of time.
- (c) Compensation shall not be payable under Events described in Section B and/or Section C and/or Section D in excess of the Aggregate Period shown against such Events in respect of any one Injury or Sickness.
- (d) The Compensation payable under Events 20 to 22 shall be limited to the amount insured or your Income whichever is the lesser. If you are entitled to receive disability benefits under any Workers' Compensation or Transport Accident Act or ordinance or any legislation having a similar effect, in respect of the same Injury or Sickness, then the Compensation payable under Events 20 or 22 shall be reduced by the amount necessary to limit the total of all such payments and/or compensation to your Income.  
The Compensation payable shall only be reduced by the amount actually received under any Workers' Compensation or Transport Accident legislation, however derived.
- (e) If you die as a result of Injury and Event 1 is not insured, then Compensation shall only be payable under the Policy in respect of Events 20, 21 and/or 23 to the extent of the Aggregate Period shown against such Events or to the date of your death as a result of the Injury whichever first occurs.
- (f) If, as a result of Injury or Sickness Compensation is payable under Section B, C and/or D and if, while the Policy is in force, you suffer recurrence of Total Disablement or Partial Disablement from the same or related cause or causes, the subsequent period of Total Disablement or Partial Disablement will be deemed a continuation of the prior period unless between such periods you have performed the duties of your occupation on a full-time basis for at least six consecutive calendar months, in which event such Total or Partial Disablement shall be deemed the result of a new Injury or Sickness and subject to a new Waiting Period and Aggregate Period.

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## EXCLUSIONS

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### 1. We will not cover claims for Events directly caused by or resulting from:

- (a) war, invasion, civil war, civil commotion. War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
- (b) you being a pilot or crew member of any aircraft.
- (c) you engaging in any aerial activity except as a passenger in any properly licensed aircraft.
- (d) intentional self-inflicted bodily injury or suicide.
- (e) sickness, illness or disease arising out of pregnancy, childbirth or miscarriage for the first calendar year from the date of commencement of medical treatment by a Medical Practitioner in respect of such sickness, illness or disease.
- (f) sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection or Hepatitis C.
- (g) you participating or training for any professional sport.
- (h) any criminal or intentional illegal act.
- (i) the existence, use or escape of any nuclear material or ionising radiation from or contamination by radioactivity from nuclear or nuclear waste from the combustion of nuclear fuel.
- (j) direct or indirect suffering from stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder.
- (k) motor cycling except for agricultural or pastoral purposes on a motorcycle with an engine capacity of less than 250cc.
- (l) you being under the influence of alcohol or any non-prescription drug or medicine. We will regard having a blood alcohol reading in excess of the legal driving limit in the state or territory of your loss as being under the influence of intoxicating alcohol.
- (m) any incident caused by, arising out of, or in connection with, the use or presence of asbestos.

### 2. Terrorism exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto it is agreed that the Policy excludes death, sickness, injury, illness, disease, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion Act of Terrorism means an act, including but not limited to the use of force or violence any/or threat thereof, 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.

This exclusion also excludes death, injury, sickness, illness, disease, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

### 3. Preventing our right of recovery

If you have agreed not to seek compensation from another person(s) or organisation(s) that are liable to compensate you for any loss which is covered by the Policy, we will not cover you under the Policy for that loss.

### 4. Loss arising as a result of infectious disease

No compensation is payable under the Policy for any losses arising as a result of infectious disease, where an infectious disease is defined as Highly Pathogenic Avian Influenza or any diseases declared to be quarantinable diseases under the Australian *Quarantine Act 1908* and subsequent amendments.

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## GENERAL CONDITIONS

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### 1. Change of occupation

You shall give immediate written notice to us of any changes in your occupation and shall pay an additional Premium if applicable. No claim shall be payable in respect of any Injury arising out of or in the course of an occupation of greater risk, as determined by us, than the occupation disclosed in your application unless we have agreed to the change.

### 2. Cancellation

- (a) You may cancel your Policy at any time by telling us in writing you want to cancel it. Cancellation by you will be effective when we receive your request.

We may cancel your Policy by giving you written notice and in accordance with the law, including where you have:

- (i) made a misrepresentation to us before the Policy was entered into;
  - (ii) failed to comply with your Duty of Disclosure;
  - (iii) failed to comply with a provision of your Policy including failure to pay the Premium;
  - (iv) made a fraudulent claim under your Policy or any other Policy during the time your Policy has been in effect;
  - (v) failed to notify us of a specific act or omission as required by your Policy;
  - (vi) failed to tell us about any changes in the circumstances of the risk during the Period of Insurance.
- (b) If we cancel your Policy, we will advise you in writing and cancellation will take effect at whatever is the earlier of the following times:
- (i) when another contract of insurance is taken out by you to replace your Policy; or
  - (ii) at 4.00p.m. Local Standard Time of the third day after the day on which notice was given to you or such later time as we may specify in the notice.

After cancellation and subject to your cooling off period rights (see Important Customer Information section), we will keep the Premium for the period that your Policy was in force and we will return to you not less than 90% of the Premium for the period from the date your Policy was cancelled to the due date of the Policy. There is no refund if we have paid any benefit under the Policy.

### 3. Other insurance

To the extent permitted by law, when other insurance applies to a covered loss, we will pay only in excess of the other insurance, limited to the indemnity being provided under your Policy.

Should you make a claim under your Policy you must advise us of any other insurance which may cover the loss.

### 4. What you must do if you need to claim:

- (a) Provide written notice to us within thirty (30) days after the occurrence of any Event in respect of which a claim has arisen or may arise.
- (b) Compensation shall not be payable unless you shall as soon as possible after the happening of any Injury or Sickness giving rise to a claim under the Policy procure and follow proper medical advice from a Medical Practitioner.
- (c) As often as reasonably required by us, submit to medical examination on our behalf and at our expense.
- (d) Provide all certificates and evidence required by us at your expense in such form and of such nature as we shall prescribe.
- (e) Provide written proof of loss to us at our office within thirty days after the date of the Event.
- (f) In the case of your death entitle us to have a post-mortem examination at our expense.

If you do not meet these requirements we may, to the extent permitted by law, refuse to pay a claim.

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## GENERAL CONDITIONS (continued)

### 5. Claims Payment Procedure

#### (a) Report of claim forms

We will, upon receipt of a notice of claim furnish such forms as are usually required by us for filing proof of loss.

#### (b) Time of the payment of claim

Compensation other than periodic payment will be paid immediately upon acceptable and verifiable written proof of the event. Periodic payment will be paid monthly, after the Waiting Period or any other such period that may apply and all documentation required by us is provided to us. Refer to the GST clause below for details of the GST impact on any claim settlement.

#### (c) Subrogation

We have the right to exercise the legal rights of you to conduct, defend or settle any legal recovery action that we consider necessary and to do so in your name.

### 6. Renewing your Policy

This Policy may be renewed with our consent from term to term, by payment of the Premium in advance at our Premium rate in force at the time of renewal. Each renewal shall be a new contract between you and us.

### 7. GST/ Tax or Imposts

All amounts insured by this Policy exclude GST. You should ensure that the amounts are appropriate for you and will cover your potential loss.

Any claim settlements, up to the total of all amounts insured, will exclude GST. However, if there is a shortfall between the GST applicable to your claim settlement (being the claim settlement multiplied by the GST rate) and the amount of input tax credit you are entitled to for that GST, we will pay this shortfall in addition to the claim settlement.

We will not be liable to pay any GST, or any fine, penalty or charge that you are liable for, arising out of your misrepresentation of, or failure to disclose, your proper input tax credit entitlement in the settlement of any claim or payment of any Premium relating to the Policy.

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

### 8. Jurisdiction and service of suit

This insurance is subject to the laws of the State or Territory in Australia where your Policy was issued.

### 9. Notices

We will give you any notice in writing. It will be effective from the earlier of the time of:

- (a) delivery to you personally; or
- (b) postage to your address last known to us.

It is important you tell us of any change of address as soon as possible.

### 10. Changing your Policy

If you want to make a change to your Policy, the change becomes effective when:

- (a) we tell you we have agreed to it; or
- (b) we give you a new Schedule or endorsement detailing the change.

This Policy has been signed on our behalf but it shall not be binding unless The Schedule is countersigned by our authorised representative.