

# GROUP PERSONAL ACCIDENT POLICY

## SCHEDULE

**INSURER: LUMLEY GENERAL INSURANCE LTD ABN 24 000 036 279**  
Level 1, 369 High Street, Kew VIC 3101  
PO Box 542 Kew VIC 3101  
Phone: 03 9855 5640  
Fax: 03 9855 5722



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**Policy Number:** AHPL-0002-2462

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**Broker:** Gow-Gates Insurance Brokers (Australasia) Pty Limited

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**Insured:** Australian Education Union ACT Branch and/or subsidiary companies

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**Insured Person(s):** All employees and fully paid-up financial members of the insured

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**Scope of Cover:** Whilst an Insured Person is,

- (a) Engaged in direct travel between the bounds of their normal place of abode and place of employment for the purpose of starting and ending work including attending officially sanctioned work related activities, travel involving a deviation to attend professional development study relevant to the Insured Person's occupation or incidental travel that does not materially increase the risk of injury
- (b) Engaged in travel including direct travel between the bounds of their normal place of abode and the end destination for the purpose of attending union meetings
- (c) On an authorised meal break and within a radius of 5 kilometres from their place of work

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### THE BENEFITS:

#### A. Weekly Benefits

- |   |   |   |
|---|---|---|
| 1 | Temporary Total Disablement caused by Injury:               | 85% of earnings or \$2000 per week, whichever is the lesser |
| 2 | Temporary Total Disablement caused by Sickness:             | \$Nil   |
| 3 | Temporary Partial Disablement caused by Injury or Sickness: | As defined in the Policy Wording                            |

**B. Capital Benefit Sum Insured** \$ 100,000

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#### The Benefit Period during which Weekly Benefits are payable is:

Insured Persons aged up to 65 years 104 weeks  
Insured Persons aged 66 to 70 years 52 weeks  
Insured Persons aged 71 to 75 years 26 weeks

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**Excess:** 14 days or the exhaustion of sick leave entitlements whichever is the greater.

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## **SCHEDULE (continued)**

**Additional Endorsements attaching to and forming part of this Schedule:** Notwithstanding anything contained herein to the contrary it is agreed that,

- (a) The maximum age of an Insured Person will be up to and including 75 years of age
- (b) The Aggregate Limit of Liability is \$3,500,000 any one event
- (c) In respect to Insured Persons without dependants Event 6 of the Table of Benefits, Accidental Loss of Life, is reduced to \$50,000.

Dependant means a spouse/de facto of the Insured Person, or a child, mother, father, brother or sister of the Insured Person who was mainly dependant for support on the Insured Person at the Date compensation becomes payable.

- (d) Exclusions 2 and 14 are deleted and replaced with the following:

No compensation is payable under this Policy for any event resulting from taking part in or training for any sporting or theatrical activity other than walking or running.

- (e) Transport Accidents Commission (TAC) Top Up Benefits are payable under this policy
- (f) No compensation is payable under this policy in respect to any injury for which an insured person is entitled to receive any benefit under any workers compensation act or ordinance.

**Period of Insurance:** From 4.00pm on 2<sup>nd</sup> of November 2007 to 4.00PM on 2<sup>nd</sup> of November 2008

|                    |    |           |
|--------------------|----|-----------|
| <b>Premium:</b>    | \$ | -         |
| <b>GST:</b>        | \$ | -         |
| <b>Stamp Duty:</b> | \$ | -         |
| <b>Total:</b>      | \$ | As agreed |

### **IMPORTANT INFORMATION**

#### **THE DUTY OF DISCLOSURE**

**By law, if you do not tell us everything which you know, or should know, is relevant our decisions about this insurance, we may;**

- (a) reduce, or refuse to pay a claim;**
- (b) cancel the Policy;**
- (c) avoid the Policy from its commencement if your omission was deliberate.**

**You do not need to tell us anything which we already know in the course of our business. This duty of disclosure applies before we accept this insurance and also each time before you change or renew the Policy.**

#### **PRIVACY**

**Lumley General Insurance respects your privacy and complies with the Privacy Act and the National Privacy Principles. A copy of our Privacy Policy is available at any of our offices Or at our website [www.lumley.com.au](http://www.lumley.com.au)**

## **SCHEDULE** (continued)

**Stamp Duty on this Policy is paid in conformity with;**

**NSW**

Section 88AA(1) of  
Stamp Duties Act as  
Amended Approval  
No. POL 3.

**QLD**

Queensland Stamp  
Duty Paid

**WA**

Stamp Duty Paid

**TAS**

Duty Regulation 29  
Statutory Rule No. 36

***This Schedule operates as a TAX INVOICE for G.S.T. purposes once paid.***

**This Schedule has been signed in Melbourne this 23<sup>rd</sup> day of November 2007 by Lumley General Insurance Ltd.**



**Signed.....**

.....

# Group Personal Accident & Sickness Insurance



Email: [general@lumley.com.au](mailto:general@lumley.com.au)  
Website: [www.lumley.com.au](http://www.lumley.com.au)

## New South Wales

Lumley House  
Level 9, 309 Kent Street  
Sydney NSW 2000  
Phone: (02) 9248 1111  
Fax: (02) 9248 1122

50 Glebe Road  
The Junction  
Newcastle NSW 2291  
Phone: (02) 4925 7500  
Fax: (02) 4940 0295

## Victoria

Level 3, 99 King Street  
Melbourne VIC 3000  
Phone (03) 8627 4333  
Fax: (03) 8627 4312

## Australian Capital Territory

Level 4, Perpetual Building  
10 Rudd Street  
Canberra City ACT 2601  
Phone: (02) 6279 0333  
Fax: (02) 6279 0330

## Tasmania

27 Paterson Street  
Launceston TAS 7250  
Phone: (03) 6331 5844  
Fax: (03) 6331 1370

## South Australia

465 Pulteney Street  
Adelaide SA 5000  
Phone: (08) 8228 1700  
Fax (08) 8228 1777

## Western Australia

50 St George's Terrace  
Perth WA 6000  
Phone: (08) 9220 8222  
Fax: (08) 9220 8251

## Queensland

Level 2, 99 Melbourne Street  
South Brisbane QLD 4101  
Phone: (07) 3307 4800  
Fax: (07) 3307 4899

Level 5, Northtown Tower  
Flinders Mall  
Townsville QLD 4810  
Phone: (07) 4722 6000  
Fax: (07) 4724 4398

## North Territory

84 Woods Street  
Darwin NT 0800  
Phone: (08) 8941 7998  
Fax: (08) 8941 7950

## Product Disclosure Statement and Policy Wording

The insurer of this product is:

Lumley General Insurance Limited ABN 24 000 036 279

AFS Licence No. 241461

Preparation Date: 15/07/06

## TABLE OF CONTENTS

### IMPORTANT CUSTOMER INFORMATION

|   |   |
|---|---|
| About our Product Disclosure Statement and Policy Wording         | 3 |
| How this insurance works  | 3 |
| Services Provided by Lumley and General Advice Warning            | 3 |
| Summary of cover  | 3 |
| Significant matters relevant to the cover you need to be aware of | 4 |
| When you may not be covered                                       | 4 |
| Cost of the insurance   | 5 |
| Cooling off rights  | 5 |
| Confirming Transactions   | 5 |
| Code of Practice  | 5 |
| How to make a claim   | 5 |
| Complaints - Internal and External Complaints Procedure           | 5 |
| Privacy   | 6 |
| Updating our Product Disclosure Statement                         | 6 |
| Our contact details   | 6 |

### COVER

|   |    |
|---|----|
| DEFINITIONS   | 7  |
| COVER SECTIONS  | 9  |
| INJURY COVER (Only applicable if specified as covered in the Schedule)          | 9  |
| SICKNESS COVER (Only applicable if specified as covered in the Schedule)        | 9  |
| TABLE OF BENEFITS   | 10 |
| ADDITIONAL BENEFITS   | 11 |
| LIMITATIONS ON THE COVER  | 12 |
| 1. Specific limitations applicable to compensation benefits under Events 1-1912 | 12 |
| 2. Specific limitations applicable to weekly compensation benefits              | 12 |
| 3. General limitations on benefits  | 12 |
| EXCLUSIONS  | 13 |

---

**TABLE OF CONTENTS (continued)**

|   |    |
|---|----|
| GENERAL CONDITIONS  | 14 |
| 1. Cancellation   | 14 |
| 2. Other insurance (applicable to insured persons)                        | 14 |
| 3. What you must do if you need to claim (applicable to insured persons): | 15 |
| 4. Claims Payment Procedure (applicable to insured persons)               | 15 |
| 5. Renewing the Policy  | 15 |
| 6. GST/ Tax Or Imposts (applicable to insured persons)                    | 15 |
| 7. Jurisdiction and service of suit                                       | 16 |
| 8. Notices  | 16 |
| 9. Changing the Policy  | 16 |

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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's Group Personal Accident 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.

### **How this insurance works**

This insurance is entered into with the insured and is designed to provide cover in relation to certain insured persons who fall within the eligibility criteria.

When the insured applies for insurance it completes an application and we use the information supplied to decide the terms of cover we will provide. We provide cover on the terms contained in this document, and any other document including the most recent Schedule that we issue to the insured.

The Schedule contains important information relevant to the insurance including who the insured is, who the insured persons will be, the Period of Insurance, the Premium, the applicable benefits and limits, and whether any standard terms have been varied by way of endorsement.

All of these make up the insured's "Policy" with us.

Before expiry, we will send the insured a renewal notice which states whether we will renew and on what terms. The renewal notice will state what is required.

Insured persons who fall within the agreed eligibility criteria get automatic access to the cover we have agreed to provide under the Policy by way of a statutory right under section 48 of the Insurance Contracts Act 1984 (Cth). They are not contracting insureds. The insured does not act as our agent, does not hold this insurance on trust for insured persons and is not authorised to provide any advice to an insured person on it.

We do not provide this document or any notices in relation to it to insured persons. This is the responsibility of the insured. Where an insured person has an option to elect whether to access this cover or not by performing an act which brings them within the eligibility criteria, the insured is required by law to give them a copy of this document and the other Policy documents (which comprise part of our PDS), before they do so, to ensure that they understand the cover they are accessing and their rights and obligations.

It is important that the insured and insured persons read the Policy carefully and keep the documents that comprise it together in a safe place.

### **Services Provided by Lumley and General Advice Warning**

Lumley is an Australian Financial Services licensee (No. 241461) 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'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**

You need to ensure 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:

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## IMPORTANT CUSTOMER INFORMATION (continued)

- **Injury Cover** – if the insured person suffers 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 specified, we will pay them (or such other persons we specify) the applicable capital or weekly benefits listed for the relevant event.

Cover can be limited to a Journey Injury as defined if selected and specified in the Schedule.

We only cover the events specified as covered in the Schedule.

- **Sickness Cover** - if the insured person suffers a defined Sickness during the Period of Insurance and this results within 12 consecutive calendar months in event 22 set out in the Table of Benefits, we will pay them the weekly benefit listed for the event.

### Significant matters relevant to the cover you need to be aware of

The relevant Injury or Sickness must:

- first occur or manifest itself both within the Period of Insurance and after the insured person accesses cover during that period; and
- occur solely, directly and independently of any other cause or condition which existed prior to the insured person accessing cover during 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.

An Aggregate Period may apply if specified in the Schedule. This is the maximum period of time for which we will pay weekly benefits for any one Injury or Sickness.

An Aggregate Limit of Liability may also apply if specified in the Schedule. This means we will not pay more than that amount for all claims arising under the Policy made by all insured persons during the Period of Insurance.

A "Deferral Period" applies for disability claims. This is the period of time no weekly compensation is payable for the relevant disablement. After that time we will begin our payments subject to the terms of the Policy. We agree on the period with the insured and it is specified in the Schedule. A similar period applies for disability claims arising from sporting injuries (See Exclusion 15).

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

### When you may not be covered

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 the insured person does not comply with the terms and conditions of the Policy.

An insured person's access to cover may end before the Period of Insurance ends for example, if they fall outside the eligibility criteria by reaching a certain age, or if the insured cancels the Policy. Insured persons need to make sure they understand when this can occur.

We may cancel the Policy in certain circumstances permitted by law e.g. if the insured fails to comply with a condition or breaches its duty of disclosure. See General Conditions for details. If this happens the cover for insured persons will also cease but this will not affect the rights of any person which arose before cancellation.

If the insured fails to comply with its duty of disclosure or makes a misrepresentation when applying for cover:

- which is fraudulent, we may treat the Policy as if it was never effected and the insured and insured persons will not be entitled to cover.

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## **IMPORTANT CUSTOMER INFORMATION (continued)**

- which is not fraudulent, we will not reduce our liability under the Policy in respect of a claim made by an insured person. We will however be entitled to cancel the policy in accordance with our cancellation rights (See General Conditions).

### **Cost of the insurance**

The insurance provided is subject to the Insured's 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, including:

- the type of cover requested;
- the type of insured persons who can access the cover;
- the Sum(s) Insured and limits; and
- the Insured's 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.

Insured persons may need to pay the insured an amount in order to access the cover. The insured will inform the insured person if any amount is payable and how and when it must be paid before they access cover. Any such amount payable is not premium as insured persons are not contracting parties.

### **Cooling off rights**

Even after the insured makes a decision to purchase the insurance, it still has cooling off rights. It can return the insurance by notifying us in writing within 21 days of cover 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 it still has cancellation rights (See General Conditions). If the insured cancels the policy the cover for insured persons ceases from that time.

### **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. The Code aims to raise the standards of practice and service in the insurance industry.

We have adopted and endorse the Code. If you want details contact us.

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

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

For certain cover you may need to provide us with receipts and other documentary evidence in order to claim. Make sure you also keep these in a safe place.

### **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 Insurance Ombudsman Services (IOS).

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

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## **IMPORTANT CUSTOMER INFORMATION (continued)**

### **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.

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).

### **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" and "our"** means the insurer, Lumley General Insurance Limited

**"insured"** means the person or entity named as such in the Schedule.

**"insured person"** means any eligible person who has access to the cover under the Policy in accordance with the Policy terms and conditions.

Access shall not commence until the date the person meets the eligibility criteria agreed with the insured and specified in the Schedule or other document issued by us.

Access shall end at the time:

- the Period of Insurance ends or the Policy is cancelled by us or the insured;
- the person is no longer eligible to be an insured person;
- the person ends their access by giving the Insured written notice;
- the person attains the age of 65 unless we agree otherwise;
- 4.00p.m. Eastern standard time of the third business day after the day on which we advise the insured in writing that the person is no longer eligible for access or such later time as we may specify in the notice.

To assist you the following words have been printed with the first letter capitalised wherever they appear in the Policy.

**"Aggregate Limit of Liability"** means the maximum amount we will pay for all claims arising under the Policy made by all insured persons during the Period of Insurance.

**"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 held by the insured or insured person with us, unless we have agreed to provide that cover in excess of this one. The relevant aggregate period is specified in the Schedule.

**"Deferral Period"** means the period for which no compensation is payable by us 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.

**"Earnings"** means the insured person's weekly pre-tax income including commission, bonuses, overtime payments, shift work payments and any other allowances, averaged during the period of **six (6) months** immediately preceding the commencement of disability or over such shorter period as he or she has been employed and depending upon circumstances

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

**"Injury"** means bodily injury to an insured person first occurring during the Period of Insurance and whilst they have access to cover which:

- (a) is caused by sudden, violent, external and visible means;
- (b) occurs fortuitously and is unforeseen or unintended by the insured person; 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 insured person accessing cover during the Period of Insurance:
  - (i) for which they received treatment or advice for treatment; or
  - (ii) which they were aware of or a reasonable person in the circumstances would have been aware of,

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## DEFINITIONS (continued)

prior to them accessing cover during the Period of Insurance.

**“Journey Injury”** shall mean an Injury sustained during a journey:

- not covered by any Transport Accident Compensation scheme (TAC) or any Workers Compensation Scheme; and
- between an insured person’s residence and place of employment for the purpose of attending work or returning to the insured’s person’s residence.

The journey is deemed to commence from the time an insured person leaves the boundary of their place of residence and continues until they reach their place of employment. The journey shall be deemed to commence again from the time that an insured person leaves their place of employment until they reach the boundary of their place of residence.

**"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 in the Table of Benefits.

**"Medical Practitioner"** means a legally qualified and registered medical practitioner who is not the insured person or a relative of the insured person 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.

**"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 12 consecutive calendar months and at the expiry of that period and which is certified by a Medical Practitioner as beyond hope of improvement.

**"Permanent Total Disablement"** means Total Disablement which has lasted for at least twelve (12) calendar months from the date of the Injury and which is certified by a Medical Practitioner as beyond hope of improvement.

**"Policy"** means this document, the Schedule and any other document we issue to the insured which may vary the standard terms of cover. These documents need to be kept in a safe place.

**"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 the Insured which contains details of the cover specific to the Insured.

**"Sickness"** means sickness, illness or disease of an insured person:

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

prior to them accessing cover during the Period of Insurance.

Sickness does not include a bodily injury.

**"Temporary Partial Disablement"** means the insured person is wholly and continuously prevented from engaging in a substantial part of the duties normally undertaken by them in connection with their

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**DEFINITIONS (continued)**

usual occupation, or employment, and are under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner and the disablement is not Permanent.

**"Temporary Total Disablement"** means Total Disablement which is not Permanent Total Disablement.

**"Total Disablement"** means the insured person is wholly and continuously prevented from engaging in their usual occupation, or any other occupations for which they 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.

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**COVER SECTIONS**

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**INJURY COVER (Only applicable if specified as covered in the Schedule)**

If an insured person suffers an Injury which results in any of the Events 1-21 in the Table of Benefits below and the Event:

- (a) is specified as applicable in the Schedule; and
- (b) occurs within 12 calendar months of the Injury,

we will pay the insured person (or in the case of death, to their legal personal representative, or such other person or entity as we may specify in the Policy) the compensation specified for the relevant Event as a percentage of the Capital Sum shown in the Schedule, subject to the other terms, conditions and exclusions of the Policy.

If the Schedule specifies that cover for Journey Injury applies, we only provide the above cover in relation to a Journey Injury.

**SICKNESS COVER (Only applicable if specified as covered in the Schedule)**

If an insured person suffers a Sickness and the Sickness results in Event 22 in the Table of Benefits occurring within 12 calendar months of the Sickness, we will pay the insured person (or such other person or entity as we may specify in the Policy) the compensation specified in the Schedule for the Event, subject to the other terms, conditions and exclusions of the Policy.

**COVER SECTIONS (continued)**

**TABLE OF 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>COMPENSATION</b>  |                       |
|--|--|--|-----------------------|
| <b>Capital benefits - specified as a percentage of the Capital Sum Insured in the Schedule</b> |  |  |                       |
| 1.   | Permanent Quadriplegia   | 1.   | 100%                  |
| 2.   | Permanent Paraplegia   | 2.   | 100%                  |
| 3.   | Permanent total loss of entire sight of both eyes  | 3.   | 100%                  |
| 4.   | Permanent total Loss of Use of two Limbs   | 4.   | 100%                  |
| 5.   | Permanent total Loss of Use of one Limb and one eye  | 5.   | 100%                  |
| 6.   | Accidental loss of life  | 6.   | 100%                  |
| 7.   | Permanent total Loss of Use of one Limb  | 7.   | 100%                  |
| 8.   | Permanent total loss of entire sight of one eye  | 8.   | 100%                  |
| 9.   | Permanent total loss of hearing in a) both ears<br>b) one ear  | 9. a)<br>9. b)   | 75%<br>20%            |
| 10.  | Permanent total Loss of Use of 4 fingers & thumb of either hand  | 10.  | 75%                   |
| 11.  | Permanent total loss of the lens of one eye  | 11.  | 50%                   |
| 12.  | Third degree burns &/or resultant disfigurement which covers<br>More than 40% of the entire external body  | 12.  | 50%                   |
| 13.  | Permanent total Loss of Use of 4 fingers of each hand  | 13.  | 50%                   |
| 14.  | Permanent total Loss of Use of 1 thumb of either hand:<br>a) both joints<br>b) one joint   | 14. a)<br>14. b)   | 30%<br>15%            |
| 15.  | Permanent total Loss of Use of fingers of either hand:<br>a) three joints<br>b) two joints<br>c) one joint   | 15. a)<br>15. b)<br>15. c)   | 10%<br>7.5%<br>5%     |
| 16.  | Permanent total Loss of Use of toes of either foot:<br>a) all one foot<br>b) big toe, both joints<br>c) big toe, one joint<br>d) other than big toe, each toe. | 16. a)<br>16. b)<br>16. c)<br>16. d)   | 15%<br>5%<br>3%<br>1% |
| 17.  | Fractured leg or patella with established non-union  | 17.  | 10%                   |
| 18.  | Shortening of leg by at least 5cm  | 18.  | 7.5%                  |
| 19.  | Permanent disability not otherwise provided for<br>under<br>Events 9 to 18 above inclusive   | Such percentage of the Capital Sum Insured as we in our absolute discretion determine being in our opinion not inconsistent with the benefits provided for Conditions 9 to 18 inclusive.   |                       |
| <b>Weekly benefits</b>   |  |  |                       |
| 20.  | Temporary Total Disablement caused directly<br>and solely by Injury  | During such disablement, the weekly compensation as specified in the Schedule or Earnings, whichever is the lesser.  |                       |
| 21.  | Temporary Partial Disablement caused directly<br>and solely by Injury.   | 25% of the amount payable for Insured Event 20 when 'no light or alternate duties' are available or undertaken or, the difference between the earnings derived from 'light or alternate duties' and the weekly compensation as specified in the Schedule or Earnings, whichever is the lesser. |                       |
| 22.  | Temporary Total Disablement caused directly<br>and solely by Sickness  | During such disablement, the weekly compensation as specified in the Schedule or Earnings, whichever is the lesser.  |                       |

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**COVER SECTIONS (continued)****ADDITIONAL BENEFITS****Disappearance**

If an insured person disappears following the disappearance, sinking or wrecking of a conveyance in which they were then travelling which occurred during the Period of Insurance and when they were an insured person, and their body has not been found within 12 months after the date of that disappearance, they will be deemed to have died as a result of Injury at the time of the disappearance, sinking or wrecking of the conveyance, 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.

**Exposure**

If an insured person is exposed to the elements as a result of an Accident occurring during the Period of Insurance and while they are an insured person, and they suffer from any of Events 1 – 19 as a direct result of that exposure, they will be deemed for the purpose of the Policy to have suffered an Injury on the date of the Accident.

**Transport Accident Commission (TAC) 'Top Up' (Optional)**

This only applies if specified as applicable in the Schedule.

The compensation payable in respect of disablement resulting from an Accident otherwise covered, which entitles an insured person to receive Transport Accident Compensation weekly benefits will be 90% of the difference between:

- (a) the insured persons weekly income or weekly amount specified in the Schedule whichever is the lesser  
and
- (b) the amount of the insured persons weekly statutory income as specified under the applicable statutory Act

**Income 'Top- Up' Cover – Optional**

If specified as applicable in the Schedule, the Compensation payable in respect of disablement resulting from Injury or Sickness which entitles the insured person to statutory benefits, shall be limited to the difference between:

- (a) 90% of the insured person's weekly Income or weekly amount specified in the Schedule, whichever is the lesser.  
and
- (b) the amount of the insured person's weekly statutory benefit as defined under the applicable statutory Act.

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## LIMITATIONS ON THE COVER

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### 1. Specific limitations applicable to compensation benefits under Events 1-19

In respect of Events 1-19:

- (a) compensation shall not be payable for more than one Event in respect of the same Injury, in which case the highest compensation will be payable.
- (b) compensation payable shall be reduced by any sum already paid for Events 20 and 21 in respect of the same Injury.

### 2. Specific limitations applicable to weekly compensation benefits

The following apply in relation to weekly compensation benefits:

- (a) we will pay one-seventh (1/7th) of the weekly compensation for each day disablement lasts for less than a week.
- (b) no weekly compensation shall be payable for disablement during the Deferral Period.
- (c) If as a result of Injury or Sickness, compensation benefits become payable and while the Policy is in force the insured person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or 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 six (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 Deferral Period shall apply.
- (d) no further compensation will be payable under the Policy and all cover will cease for an insured person if:
  - (i) the insured person becomes entitled to the payment of a Sum Insured being 100% of the Sum Insured stated in the Schedule;
  - (ii) the insured person becomes entitled to the payment of weekly compensation for the Aggregate Period stated in the Schedule;
  - (iii) the insured person become entitled to both a Sum Insured as stated in the Schedule and weekly compensation and they are paid 100% of the Sum Insured stated in the Schedule and weekly compensation for the maximum period stated in the Schedule.
- (e) All weekly compensation shall be paid in arrears and will cease on the death of the Insured Person.

### 3. General limitations on benefits

The following general limits apply in relation to compensation benefits:

- (a) compensation benefits shall not be payable beyond the date of the insured person's death with the exception of the death benefit if this is included in the Schedule.
- (b) if a sum is shown in the Schedule as being the Aggregate Limit of Liability, we shall not be liable to pay compensation under the Policy totaling in all more than the Aggregate Limit of Liability Sum Insured for all claims arising under the Policy made by all insured persons during the Period of Insurance shown in the Schedule.

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## EXCLUSIONS

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**No compensation is payable under the Policy for any event resulting from:**

1. any consequences of declared or undeclared war or any act thereof, invasion or civil war;
2. taking part in, or training for, any professional sporting or theatrical activities;
3. taking part in or training for flying or other aerial activities, otherwise than as a fare paying passenger in an aircraft that is authorised to fly under a law that relates to the safety of aircraft;
4. a deliberately self inflicted injury or suicide;
5. pregnancy, miscarriage, childbirth or the complications thereof where the term of the pregnancy exceeds 26 weeks;
6. sexually transmitted Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC);
7. when the insured person attains sixty five (65) years of age;
8. the insured person engaging in any illegal conduct or criminal act;
9. the racing or preparation for racing for any motor propelled conveyance or sailing vessel;
10. results from direct or indirect suffering from stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder;
11. any incidence where compensation benefits are payable under any Worker's Compensation or Transport Accident Compensation Scheme whether compensation from those schemes is sought or not, unless the specific options for Income "Top-up" cover and/or TAC "Top-up" cover are taken, in which case that section/s will only apply;
12. any incident caused by, arising out of, or in connection with the use of alcohol, or the insured person being under the influence of any quantity of alcohol or of any drug unless administered or prescribed by a Medical Practitioner;
13. any incident caused by, arising out of, or in connection with, the use or presence of asbestos;
14. in respect to any Injury that is a result of playing or training for any sports, we will not pay for the first 28 days of disablement;
15. the insured person agreeing not to seek compensation from another person(s) or organisation(s) that are or may be liable to compensate them for any loss which is covered by the Policy;
16. 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;

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## **EXCLUSIONS (continued)**

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.

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## **GENERAL CONDITIONS**

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### **1. Cancellation**

- (a) The insured may cancel the Policy at any time by telling us in writing.

Cancellation by will be effective when we receive the request.

We may cancel the Policy by giving the insured written notice and in accordance with the law, including where the insured has:

- (i) made a misrepresentation to us before the Policy was entered into,
  - (ii) failed to comply with the Duty of Disclosure,
  - (iii) failed to comply with a provision of the Policy including failure to pay the Premium,
  - (iv) made a fraudulent claim under the Policy or any other Policy during the time the Policy has been in effect,
  - (v) failed to notify us of a specific act or omission as required by the Policy,
  - (vi) failed to tell us about any changes in the circumstances of the risk during the Period of Insurance.
- (b) If we cancel the Policy, we will advise the insured in writing (we do not notify insured persons) and cancellation will take effect at whatever is the earlier of the following times:
- (i) when another contract of insurance is taken out by the insured to replace the Policy, or
  - (ii) at 4.00p.m. Local Standard Time of the third day after the day on which notice was given to the insured or such later time as we may specify in the notice.

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

### **2. Other insurance (applicable to insured persons)**

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 the Policy.

Should an insured person make a claim under the Policy they must advise us of any other insurance which may cover the loss.

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## GENERAL CONDITIONS (continued)

### 3. What you must do if you need to claim (applicable to insured persons):

- (a) Provide written notice to us at any of our offices in Australia 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 information, 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.

### 4. Claims Payment Procedure (applicable to insured persons)

#### (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 Deferral 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 or their name.

### 5. Renewing the Policy

This Policy may be renewed by the insured 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 the insured and us.

### 6. GST/ Tax or Imposts (applicable to insured persons)

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.

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**GENERAL CONDITIONS (continued)****7. Jurisdiction and service of suit**

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

**8. 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.

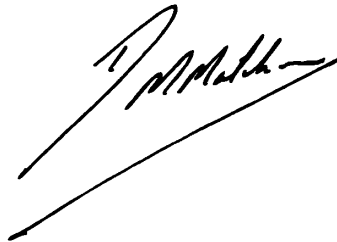
**9. Changing the Policy**

Any change to the Policy we agree with the insured becomes effective when:

- (a) we tell the insured we have agreed to it, or
- (b) we give the insured 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.

ATTACH SCHEDULE/S HERE

A handwritten signature in black ink, appearing to be 'D. M. M. M.', written over a horizontal line.

The Policy is signed for and on behalf of  
**LUMLEY GENERAL INSURANCE LIMITED**

**Chief Executive Officer**

The Policy is not in force until signed and stamped by an authorised representative of Lumley General Limited and a Schedule is attached.

Signed: