

Group Personal Accident & Sickness Insurance

Vertex Policy Wording
February 2025

This document is Part 2 of a two Part Product Disclosure Statement (PDS), Part 1 being important information. Both parts must be provided to you and together form the PDS.

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General Definitions

The words in **bold** (and any derivatives of them) listed below have the following specific meanings when they appear in this **Policy**:

Accident means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the **Covered Person**. The word **Accidental** will be construed accordingly.

Accidental Death means death occurring as a result of a **Bodily injury**.

Act of Terrorism means the planning, use or threat of use of violence against persons or property for the purpose of advancing political, religious or ideological goals. An Act of Terrorism also includes any act which is a declared terrorist incident by the Australian Commonwealth Government or similarly recognised as such by any other country's equivalent government agency in respect of acts that occur in that country.

Air or Road Rage Incident means a violent physical act committed against a **Covered Person**, while the **Covered Person** is occupying an aircraft as a passenger or any motor vehicle, and which is committed by a person who is neither a **Covered Person** or a **Close Relative** of the **Covered Person**.

Benefit Period means the maximum period shown in the **Schedule** for which a benefit is payable under **Events 31, 32, 37 or 38** (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**).

Bodily Injury means a bodily injury resulting solely and directly from an **Accident**, and which occurs independently of any **Sickness** or other cause, and where the bodily injury and **Accident** both occur:

- i. during the **Period of Insurance**; and
- ii. while the person is a **Covered Person**; and
- iii. during the **Scope of Cover**.

It does not mean a **Sickness** (except illness or disease directly resulting from medical or surgical treatment rendered necessary by a bodily injury) or a **Pre-Existing Condition**.

Bodily Injury Aids means equipment that a **Covered Person** requires as a result of a **Bodily Injury** covered by this **Policy**, and includes, but is not limited to, crutches, bandages, traction equipment, walker boots, and heat packs.

Cancer means the presence of one (1) or more malignant tumours characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue, resulting in a written positive diagnosis by a **Doctor** and confirmed by a registered pathologist on the basis of the histopathologic or cytopathologic patterns of the lesion which correlate with the clinical and imaging findings. This includes, but is not limited to, leukemia, lymphomas, Hodgkin's disease, bone marrow disorders and melanomas, unless specifically excluded below.

For the avoidance of doubt, cancer does not include:

- i. carcinoma in situ (unless it results in the removal of the entire breast, testicle or organ to arrest spread of malignancy and this procedure is the appropriate and necessary treatment as certified by an oncologist);
- ii. kaposi sarcoma inflammatory cytokine syndrome or any other AIDS related cancers and cancer in the presence of human immunodeficiency virus (HIV);
- iii. chronic lymphocytic leukaemia less than Rai stage 3;
- iv. prostate tumours with a Gleason score equal to or less than 6 or a TNM classification of T1 or equivalent staging; or
- v. melanoma that are less than Clark Level 3, and less than 1.5mm in thickness as measured using the Breslow method and have no evidence of ulceration as determined by histological examination;
- vi. all hyperkeratoses or basal cell carcinomas of the skin;
- vii. all squamous cell carcinomas of the skin unless they have spread to other organs;
- viii. all cancers which are confined to the thyroid gland and/or papillary thyroid carcinoma.

Carjacking Incident means the violent theft or attempted violent theft of a motor vehicle while it is in the care, custody or control of a **Covered Person**, or while it is occupied, or being entered into or exited from by a **Covered Person**.

Civil War means armed opposition, insurrection, revolution, armed rebellion, or sedition between two or more parties belonging to the same country, where the opposing parties are of different ethnic, religious or ideological groups, whether declared a Civil War or not.

Claimant means the **Policyholder**, a **Covered Person** or any other person entitled to claim under the **Policy**.

Close Relative means a **Spouse/Partner**, **Parent**, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

Covered Person means a person who meets the criteria specified for a Covered Person in the **Schedule**, and with respect to whom **Premium** has been paid or agreed to be paid by the **Policyholder**. A Covered Person is legally entitled to claim under the **Policy** by reason of the operation of the *Insurance Contracts Act 1984 (Cth)* and upon no other basis. A Covered Person is not a contracting insured under the **Policy** with **Us**. Our agreement is entered into with the **Policyholder**.

Dependent Child(ren) means a **Covered Person's** and/or their **Spouse/Partner's** dependent child(ren) (including a step, foster or legally adopted child) who is:

- i. under nineteen (19) years of age; or
- ii. under twenty-five (25) years of age, and a full-time student at an accredited institution of higher learning, and primarily dependent upon the **Covered Person** for maintenance and support; or
- iii. nineteen (19) years of age or over, and physically or mentally incapable of self-support, and primarily dependent upon the **Covered Person** for maintenance and support.

Doctor means a doctor or specialist who is registered or licensed to practice medicine in accordance with the laws of the country in which they practice, other than:

- i. the **Policyholder**; or
- ii. the **Covered Person**; or
- iii. a **Close Relative** of the **Covered Person**; or
- iv. an **Employee** of the **Policyholder**.

Domestic Duties means the usual and ordinary domestic duties undertaken by someone as a homemaker, and includes but is not limited to, child-minding and home help services.

Employee means any person in the **Policyholder's** service including, but not limited to, directors (executive and non-executive), board members, consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **Policyholder's** behalf.

Endorsement means a written alteration to the terms of the **Policy** issued to the **Policyholder**.

Event(s) means the Event(s) described in the relevant Table of Events as set out in this **Policy**.

Excess Period means the continuous period of time shown in the **Schedule** during which no amount is payable for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement for Bodily Injury or Sickness**) and commences at the time the **Covered Person** becomes so entitled to a payment for any one (1) of those **Events**.

Family Member means a **Covered Person's Spouse/Partner** and/or **Dependent Child(ren)**.

Fingers, Thumbs or Toes means the digits of a **Hand** or **Foot**.

Foot means the entire foot below the ankle.

Hand means the entire hand below the wrist.

Limb means the entire arm (from the shoulder to the **Hand**) or the entire leg (from the hip to the **Foot**).

Loss means in connection with:

- i. a **Limb**, the **Permanent** physical severance or **Permanent** total loss of the use of the **Limb**;
- ii. **Hands, Feet** and digits, the **Permanent** physical severance or **Permanent** total loss of use of the **Hand, Foot, Finger, Thumb** or **Toe**;
- iii. an eye, the total and **Permanent** loss of all sight in the eye; or
- iv. hearing, the total and **Permanent** loss of hearing;

and which, in each case, is caused by **Bodily Injury**.

Non-Scheduled Flight(s) means travel in an aircraft where the flight(s) are not conducted in accordance with fixed flying schedules, and are not over specific air routes, or to and from fixed terminals.

Paraplegia means the **Permanent** loss of use of both legs and the **Permanent** loss of use of the whole of, or part of, the lower half of the body.

Parent means a parent, parent-in-law, step-parent or such person who is or was the **Covered Person's** primary care giver (including jointly with another person) as a child.

Period of Insurance means the period shown in the current **Schedule**, or such shorter time if the **Policy** is terminated, and for which cover applies under the **Policy**.

Permanent means having lasted, or based on medical evidence will last, twelve (12) consecutive months from the date of the **Bodily Injury** and, at the expiry of that period is, in the opinion of a **Doctor**, unlikely to materially improve.

Permanent Serious Mental Impairment means a diagnosis made by a **Doctor** (according to a recognised psychiatric or mental diagnostic system) that, as a result of a **Bodily Injury**, a **Covered Person** is **Permanently** unable to independently perform at least two (2) of the activities listed below:

- i. washing (the ability of the **Covered Person** to get into and out of a bath or shower in order to independently wash themselves);
- ii. dressing (the ability of the **Covered Person** to put on, take off, secure and unfasten all garments and, as appropriate, any **Bodily Injury Aids** worn by the **Covered Person**);
- iii. feeding (the ability of the **Covered Person** to independently feed themselves);
- iv. toileting (the ability of the **Covered Person** to use a toilet or similar bathroom device, with or without aids, or otherwise manage their bowel and bladder function to maintain a reasonable level of personal hygiene);
- v. ambulating (the ability of the **Covered Person** to move from place to place by walking, wheelchair or other aid including mechanical or motorised aids); or
- vi. communicating (the ability of the **Covered Person** to communicate with others in verbal or written form, reasonably sufficiently to convey their thoughts, emotions or needs).

Permanent Total Disablement means, in the opinion of a **Doctor**:

- i. the **Covered Person's** disability is **Permanent**; and
- ii. the **Covered Person** is entirely and continuously unable to engage in, perform, or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience.

Policy means this document, the current **Schedule** and any Supplementary Product Disclosure Statement or **Endorsement**.

Policyholder means:

- i. the named entity listed as the **Policyholder** in the **Schedule** with whom **We** enter into the **Policy**.
The **Policyholder** is the contracting insured; and

- ii. any subsidiary company (including subsidiaries thereof) of the Policyholder described in sub-clause (i) above, and any other organisation under the control of the Policyholder described in sub-clause (i) above and over which it is exercising active management; and
- iii. any new organisation acquired during the **Period of Insurance** by a Policyholder described in sub-clause (i) and/or (ii) above, through consolidation, merger, purchase, or assumption of control and active management, provided that such acquisition or assumption is:
 - a. reported to **Us** within ninety (90) days after acquisition; and
 - b. endorsed onto this **Policy**.

Pre-Existing Condition means any physical or mental defect, condition, illness, or disease, whether diagnosed or not, and for which:

- i. in the twelve (12) months prior to the person becoming a **Covered Person**, the **Covered Person**:
 - a. had an emergency department visit, was hospitalised, or had a day surgery procedure; or
 - b. required prescription medication from a **Doctor**; or
 - c. had regular reviews or check-ups with a **Doctor**; or
 - d. underwent investigation and is awaiting diagnosis and/or test results,

and which remains uncured and/or in respect of which there is a reasonable likelihood of recurrence; or

- ii. in the three (3) months prior to the person becoming a **Covered Person**, the **Covered Person** exhibited symptoms which would cause a reasonable person to seek the advice of a **Doctor**.

Premium means the premium as shown in the **Schedule** that is payable in respect of the **Policy** by the **Policyholder**.

Professional Sport means any sport for which a **Covered Person** receives a fee, allowance, sponsorship, or monetary reward as a result of their participation, which in totality accounts for more than fifteen percent (15%) of their annual income from all sources.

Quadriplegia means the **Permanent** loss of use of both arms and both legs.

Salary means:

- i. in the case of a salaried **Employee** (not otherwise covered in sub-clause (ii) below), their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged over the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments, or any allowances are paid more regularly than on an annual basis, and which form part of the **Employee's** total remuneration package, they shall be included as part of the **Employee's** weekly pre-tax income; or
- ii. in the case of an **Employee** whose employment is remunerated by way of a salary package or Total Employment Cost, their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions (but excluding, bonuses, commissions, overtime payments), averaged over the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and/or any allowances are paid more regularly than on an annual basis, they shall be included as part of the **Employee's** weekly pre-tax income; or
- iii. in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been self-employed.

Schedule means the schedule listing the benefits and limits which is issued by **Us** to the **Policyholder**, and includes any later schedule issued on renewal or variation.

Scope of Cover means the scope of cover shown in the **Schedule**.

Sickness means any illness, disease, syndrome, or mental illness of the **Covered Person** which first occurs during the **Period of Insurance** and while the person is a **Covered Person**.

Spouse/Partner means a **Covered Person's** husband or wife and includes a de-facto and/or life partner with whom a **Covered Person** has continuously lived with for a period of three (3) months or more at the time of the **Event** giving rise to a claim under this **Policy**.

Temporary Partial Disablement means the **Covered Person** is, in the opinion of a **Doctor**, temporarily unable to engage in a substantial part of their usual occupation or business duties. If the **Covered Person** ceases to be employed by the **Policyholder** after the **Event(s)** occur, then the words 'engage in a substantial part of their usual occupation' are replaced with 'engage in a substantial part of any occupation for which they are suitable given their education, training or experience'. In both instances the **Covered Person** must be under the regular care of, and acting in accordance with, the instructions or advice of a **Doctor**.

Temporary Total Disablement means the **Covered Person** is, in the opinion of a **Doctor**, temporarily unable to engage in all aspects of their usual occupation or business duties. If the **Covered Person** ceases to be employed by the **Policyholder** after the **Event(s)** occur, then **Temporary Total Disablement** means disablement which, in the opinion of a **Doctor**, prevents the **Covered Person** from engaging in all aspects of any occupation for which they may be suited by way of their education, training or experience. In both instances the **Covered Person** must be under the regular care of, and acting in accordance with, the instructions or advice of a **Doctor**.

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

Unprovoked Assault means a violent act committed against a **Covered Person** by a person or persons unknown at the time, but excludes an **Air or Road Rage Incident** or a **Carjacking Incident**.

Violent Criminal Act means a violent, physical, and illegal act, including but not limited to murder, sexual assault, violent robbery, or kidnapping, committed by a person who is not:

- i. the **Policyholder**; or
- ii. a **Covered Person**; or
- iii. a **Close Relative** of the **Covered Person**; or
- iv. an **Employee** of the **Policyholder**.

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.

We/Our/Us means the insurer named in the **Schedule**.

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

Section 1: Personal Accident & Sickness Cover

Section 1: Extent of Cover

Subject to the terms, Conditions and Exclusions of the **Policy**:

1.1 Personal Accident

If during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** and within twelve (12) months of that **Bodily Injury**, the **Covered Person** suffers an **Event** described in Part A, B, D, or E of the Section 1 Table of Events, then **We** will pay the tabled benefit for that **Event**, provided that an amount is shown for that **Event** in the **Schedule** against Part A, B, D, or E.

1.2 Sickness

If during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** suffers a **Sickness** and within twelve (12) months of that **Sickness**, the **Covered Person** sustains an **Event** described in Part C of the Section 1 Table of Events, then **We** will pay the tabled benefit for that **Event**, provided that an amount is shown for that **Event** in the **Schedule** against Part C.

Section 1: Table of Events

1.3 Part A – Accidental Death and Bodily Injury - Lump Sum Benefits

- i. Cover for an **Event** under this Part A will only apply if an amount for that **Event** is shown in the **Schedule** against Part A - Lump Sum Benefits.
- ii. The **Events** must occur within twelve (12) months of the date of the **Bodily Injury**.
- iii. The benefits shown are a percentage of the amount shown in the **Schedule** against Part A – Lump Sum Benefits for each **Covered Person**.
- iv. Where the Lump Sum Benefit is salary-linked, and the **Covered Person** is not in receipt of a **Salary**, then the benefit amount will be fifty percent (50%) of the Lump Sum Benefit stated in the **Schedule** for the category applicable to that **Covered Person**. Cover is subject to the Aggregate Limit of Liability described in General Provision 5.2 'Aggregate Limits of Limit of Liability' of this **Policy**.
- v. If two (2) or more of **Events** 1 to 25 occur in respect of the same **Bodily Injury**, **We** will only pay for one (1) **Event** (that being the **Event** with the highest available compensation).
- vi. If a **Covered Person** sustains a **Bodily Injury** resulting in any one (1) of the **Events** listed below in (a)-(e), **We** will not be liable under the **Policy** for any subsequent **Bodily Injury** to that **Covered Person** during the **Period of Insurance**:
 - a. **Event 2 (Permanent Total Disablement)**;
 - b. **Event 3 (Paraplegia or Quadriplegia)**;
 - c. **Event 4 (Loss of one (1) or both eyes)**;
 - d. **Event 5 (Loss of one (1) or more Limb(s))**; or
 - e. **Event 13 (Permanent Serious Mental Impairment)**

The Events	The Benefits
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of one (1) or both eyes	100%
5. Loss of one (1) or more Limb(s)	100%
6. Loss of both Hands	100%
7. Loss of four (4) Fingers and Thumb of both Hands	100%
8. Loss of one (1) Hand	80%
9. Loss of four (4) Fingers and Thumb of either Hand	80%
10. Loss of four (4) Fingers of either Hand	50%
11. Loss of both Feet	100%
12. Loss of one (1) Foot	80%
13. Permanent Serious Mental Impairment	100%
14. Loss of hearing in one (1) or both ears	100%
15. Loss of the lens of both eyes	100%
16. Loss of the lens of one (1) eye	60%
17. Burns: Third degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	75%
18. Burns: Second degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	50%
19. Loss of one (1) Thumb of either Hand:	
a. both joints	40%
b. one (1) joint	20%
20. Loss of Finger(s) of either Hand:	
a. three (3) joints	15%
b. two (2) joints	10%
c. one (1) joint	5%
21. Loss of Toes of either Foot:	
a. all – one (1) Foot	15%
b. great – both joints	5%
c. great – one (1) joint	3%
d. other than great – each Toe	1%

22. Fractured leg or patella with established non-union	10%
23. Shortening of leg by at least five (5) cm	8%
24. Loss of at least fifty percent (50%) of all sound and natural Teeth , including capped or crowned Teeth , but excluding first Teeth and dentures	3% of the sum insured up to a maximum of \$10,000
25. Permanent partial disablement not otherwise provided for under Events 2 to 24 inclusive.	Such percentage of the Lump Sum Benefit insured which corresponds to the percentage reduction in whole bodily function as certified by the Covered Person's treating Doctor and a Doctor appointed by Us . If the Doctor appointed by Us forms a contrary opinion to that of the Covered Person's treating Doctor , We will seek the opinion of a third independent Doctor , who will be appointed by mutual agreement between the parties. In the event of a disagreement between all three (3) Doctors , the percentage reduction in whole bodily function will be the average of the three (3) opinions, up to a maximum of seventy five percent (75%) of the Lump Sum Benefit insured.

Part A: Conditions

The following Conditions apply to Part A - Lump Sum Benefits (and apply in addition to the General Conditions applicable to this **Policy**):

- Where, in relation to a benefit payable for **Event 2 (Permanent Total Disablement)**, **We** do not agree with the opinion given by an initial **Doctor**, **We** have the right (at **Our** own expense) to have the relevant **Covered Person** examined by a **Doctor** of **Our** choice. If the **Doctor** chosen by **Us** forms a contrary opinion to that of the initial **Doctor**, **We** will obtain the opinion of an independent **Doctor**, to be mutually agreed upon by the parties. The parties will be bound by the opinion of the third, independent **Doctor**.

1.4 Part B – Bodily Injury Benefits

Bodily Injury Resulting in Surgery

- i. Cover for an **Event** under this Part B only applies if:
 - a. an amount is shown in the **Schedule** against Part B – Bodily Injury Benefits - Resulting in Surgery; and
 - b. the surgery is undertaken outside of Australia; and
 - c. the surgical procedure is performed within twelve (12) months of the date of the **Bodily Injury**.
- ii. The benefits shown below are a percentage of the amount shown in the **Schedule** against Part B – Bodily Injury Benefits - Resulting in Surgery.

The Events	The Benefits
26. Craniotomy	100%
27. Amputation of a Limb	100%
28. Fracture of a Limb requiring open reduction	50%
29. Dislocation requiring open reduction	50%
30. Any other surgical procedure carried out under a general anaesthetic	12.5%

Weekly Benefits – Bodily Injury

- i. Cover for an **Event** under this Part B will only apply if an amount is shown in the **Schedule** against Part B – Bodily Injury Benefits – Weekly Benefits.
- ii. The **Events** must occur within twelve (12) months of the date of the **Bodily Injury**.
- iii. Cover for an **Event** under this Part B is subject to the **Benefit Period** and the **Excess Period** shown in the **Schedule** against Part B – Weekly Benefits – Bodily Injury.

The Events	The Benefits
31. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, up to the weekly benefit shown in the Schedule against Part B – Bodily Injury Benefits – Weekly Benefits, but not exceeding the percentage of Salary shown in the Schedule , of the Covered Person's Salary .
32. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, up to the weekly benefit amount shown in the Schedule against Part B – Bodily Injury Benefits – Weekly Benefits, less any amount of current earnings as a result of working in a reduced capacity for the Policyholder , provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary . If the Covered Person is able to return to work in a reduced capacity and is offered suitable duties by the Policyholder , yet the Covered Person elects not to return, then the benefit payable will be twenty-five percent (25%) of the Covered Person's Salary .

1.5 Part C – Sickness Benefits

Sickness Resulting in Surgery

- i. Cover for an **Event** under this Part C only applies if:
 - a. an amount is shown in the **Schedule** against Part C – Sickness Benefits - Resulting in Surgery; and
 - b. the surgery is undertaken outside of Australia; and
 - c. the surgical procedure is performed within twelve (12) months of the date of manifestation of the **Sickness**.
- ii. The benefits shown below are a percentage of the amount shown in the **Schedule** against Part C – Sickness Benefits - Resulting in Surgery.

The Events	The Benefits
33. Open heart surgical procedure	100%
34. Brain surgery	100%
35. Abdominal surgery carried out under general anaesthetic	50%
36. Any other surgical procedure carried out under a general anaesthetic	15%

Weekly Benefits – Sickness

- i. Cover for an **Event** under this Part C will only apply if an amount is shown in the **Schedule** against Part C – Sickness Benefits - Weekly Benefits.
- ii. The **Events** must occur within twelve (12) months of the date of manifestation of the **Sickness**.
- iii. Cover for an **Event** under this Part C is subject to the **Benefit Period** and the **Excess Period** shown in the **Schedule** against Part C – Weekly Benefits - Sickness.

The Events	The Benefits
37. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, up to the weekly benefit shown in the Schedule against Part C – Weekly Benefits – Sickness, but not exceeding the percentage of Salary shown in the Schedule , of the Covered Person's Salary .
38. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, up to the weekly benefit amount shown in the Schedule against Part C – Sickness Benefits – Weekly Benefits, less any amount of current earnings as a result of working in a reduced capacity for the Policyholder , provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary . If the Covered Person is able to return to work in a reduced capacity and is offered suitable duties by the Policyholder , yet the Covered Person elects not to return, then the benefit payable will be twenty-five percent (25%) of the Covered Person's Salary .

Part B and Part C: Conditions

The following Conditions apply to Part B – Bodily Injury Benefits and Part C – Sickness Benefits (and apply in addition to the General Conditions applicable to this **Policy**):

1. **We** will not pay benefits for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**):
 - i. in excess of the **Benefit Period** in respect of any one (1) **Bodily Injury** or **Sickness** as shown in the **Schedule** against Part B – Bodily Injury Benefits – Weekly Benefits or against Part C – Sickness Benefits – Weekly Benefits;
 - ii. during the **Excess Period** stated in the **Schedule** against Part B – Bodily Injury Benefits – Weekly Benefits or against Part C – Sickness Benefits – Weekly Benefits.
2. Following the **Excess Period**, **We** will pay the lesser of the:
 - i. maximum sum insured stated in the **Schedule** against Part B – Bodily Injury Benefits – Weekly Benefits or against Part C – Sickness Benefits – Weekly Benefits; or
 - ii. the **Covered Person's Salary** multiplied by the applicable percentage stated in the **Schedule** against Part B – Bodily Injury Benefits – Weekly Benefits or against Part C – Sickness Benefits – Weekly Benefits.

For example, if:

- a. the applicable percentage is 75%; and
- b. the maximum sum insured stated in the **Schedule** is \$2,000 x 156 weeks against Part B – Bodily Injury Benefits – Weekly Benefits or against Part C – Sickness Benefits – Weekly Benefits; and
- c. a **Covered Person's Salary** is \$1,500,

then that **Covered Person's** maximum benefit will be limited to 75% of \$1,500 x 156 weeks = \$175,500.

3. If more than one (1) of **Events** 31, 32, 37 or 38 (**Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**) occur at the same time to one (1) **Covered Person**, **We** will only pay for one (1) **Event** (that being the **Event** with the highest applicable benefit).
4. The amount of any benefit payable for **Temporary Total Disablement** and **Temporary Partial Disablement** will be reduced by the amount of any:
 - i. periodic compensation benefits payable under any disability insurance, worker's compensation, transport accident compensation scheme, or government entitlement; and
 - ii. the amount of any sick pay received or, at the direction of the **Policyholder**, any sick leave entitlement or any disability entitlement,

so that the total amount of any such benefit or entitlement, together with any benefits payable under the **Policy**, does not exceed the **Covered Person's Salary** multiplied by the applicable percentage stated in the **Schedule** against Part B – Bodily Injury Benefits – Weekly Benefits or against Part C – Sickness Benefits – Weekly Benefits.

For example, if:

- a. the applicable percentage is 75%; and
- b. the maximum sum insured stated in the **Schedule** is \$2,000 x 156 weeks against Part B – Bodily Injury Benefits – Weekly Benefits or against Part C – Sickness Benefits – Weekly Benefits; and
- c. a **Covered Person's Salary** is \$1,500; and

- d. the **Covered Person** is entitled to benefits of \$500 per week under a compensation scheme described in 4 (i) above, then that **Covered Person's** maximum benefit will be limited to 75% of \$1,500 = \$1,125 less \$500 = \$625 x 156 weeks = \$97,500. (Note: This example assumes that the weekly compensation benefit of \$500 continues concurrently with payments under this **Policy** for 156 weeks.)
5. Where, in relation to benefits payable for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**) **We** do not agree with the opinion given by an initial **Doctor**, **We** have the right (at **Our** own expense) to have the relevant **Covered Person** examined by a **Doctor** of **Our** choice. If the **Doctor** chosen by **Us** forms a contrary opinion to that of the initial **Doctor**, **We** will obtain the opinion of an independent **Doctor**, to be mutually agreed upon by the parties. The parties will be bound by the opinion of the third, independent **Doctor**.
6. If as a result of a **Bodily Injury** or **Sickness**, benefits become payable under Parts B or C of the Table of Events and while the **Policy** is in force, the **Covered Person** suffers a recurrence of **Temporary Total Disablement** or **Temporary Partial Disablement** from the same or a related cause, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the **Covered Person** has worked on a full-time basis for at least six (6) consecutive months. Where the **Covered Person** has worked on a full-time basis for at least six (6) consecutive months, the subsequent period of disablement will be deemed to have resulted from a new **Bodily Injury** or **Sickness** and a new **Excess Period** will apply.
7. Where a **Bodily Injury** or **Sickness** requires surgical treatment which cannot be performed within twelve (12) months of the date of the manifestation of that **Bodily Injury** or **Sickness**, and provided a **Doctor** certifies that such treatment was known as necessary during that twelve (12) month period, **We** will treat the period of time elapsing until the surgical treatment is performed as a continuation of the first **Bodily Injury** or **Sickness**, regardless of whether the **Covered Person** has been able to return to work for six (6) months, and provided that the surgery occurs within twenty-four (24) months from the date of the **Bodily Injury** or **Sickness**.
8. Subject to Extension 2.22 'Guaranteed Payment', **We** will pay weekly benefits for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**) monthly in arrears. **We** will pay benefits for a disability which lasts for a period of less than one (1) week at the rate of the average income per day earned by the **Covered Person**, for each day during which the disability continues.
9. If a **Covered Person** is entitled to a benefit under **Events** 31 or 32 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury**) and subsequently becomes entitled to a benefit under **Events** 2 or 3 (**Permanent Total Disablement** or **Paraplegia** or **Quadriplegia**), all benefits payable under **Events** 31 or 32 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury**) will cease from the date of such entitlement.

Part B and Part C: Exclusions

The following Exclusions apply to Part B – Bodily Injury Benefits and Part C – Sickness Benefits (and apply in addition to the General Exclusions applicable to this **Policy**):

1. **We** will not pay benefits for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**) when the **Temporary Total Disablement** or **Temporary Partial Disablement** is wholly or partly attributable to pregnancy or childbirth (except for unexpected medical complications or emergencies arising therefrom).
2. **We** will not pay benefits for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**) to the extent that the **Covered Person** is indemnified by any:
 - i. workers' compensation legislation or scheme; or
 - ii. transport accident legislation or scheme; or
 - iii. government-sponsored fund, plan or medical benefit scheme; or
 - iv. other insurance policy required to be effected by or under law (except where this condition would contravene the *Insurance Contracts Act 1984 (Cth)*).

For the avoidance of doubt, **We** will pay the difference between any amount recovered by a **Covered Person** from any other source, and the amount which the **Policyholder** or the **Covered Person** would be otherwise entitled to recover under the **Policy**, where permissible by law.

1.6 Part D – Fractured Bones – Lump Sum Benefits

- i. Cover for an **Event** under this Part D only applies if an amount is shown in the **Schedule** against Part D – Fractured Bone(s) – Lump Sum Benefits.
- ii. The fractured bones must occur within twelve (12) months of the date of the **Bodily Injury**.
- iii. The benefits shown below are a percentage of the amount shown in the **Schedule** against Part D – Fractured Bones – Lump Sum Benefits.
- iv. The maximum benefit payable for any one (1) **Bodily Injury** resulting in fractured bones will be the amount shown in the **Schedule** against Part D – Fractured Bones – Lump Sum Benefits.
- v. If a **Covered Person** sustains a fractured bone under **Events** 39 to 48 which is an established non-union, notwithstanding the maximum benefit payable amount, **We** will pay an additional benefit of five percent (5%) of the amount shown in the **Schedule** against Part D – Fractured Bones – Lump Sum Benefits.
- vi. For the purpose of this Part D - Fractured Bones - Lump Sum Benefits, the words in bold (and any derivatives of them) listed below have the following meanings:
 - a. **Complete Fracture** means a fracture in which the bone is broken completely and no connection remains between the pieces.
 - b. **Hairline Fracture** means cracks in the bone.
 - c. **Other Fracture** means any fracture other than a **Hairline Fracture**, **Simple Fracture** or **Complete Fracture**.
 - d. **Simple Fracture** means a fracture in which there is a basic and uncomplicated break in the bone and which, in the opinion of a **Doctor**, requires minimal and uncomplicated medical treatment.

The Events	The Benefits
39. Neck, skull or spine (Complete Fracture)	100%
40. Hip (any fracture)	75%
41. Jaw, pelvis, leg, ankle or knee (Complete Fracture or Other Fracture)	50%
42. Cheekbone, shoulder (any fracture)	30%
43. Neck, skull or spine (Simple Fracture , Other Fracture , or Hairline Fracture)	50%
44. Arm, elbow, wrist or ribs (Complete Fracture or Other Fracture)	25%
45. Jaw, pelvis, leg, ankle or knee (Simple Fracture or Hairline Fracture)	20%
46. Nose or collar bone (any fracture)	20%
47. Arm, elbow, wrist or ribs (Simple Fracture or Hairline Fracture)	20%
48. Finger, Thumb, Foot, Hand or Toe (any fracture)	7.5%

1.7 Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits

- i. Cover for an **Event** under this Part E only applies if an amount is shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.
- ii. The loss or procedure(s) (as the case may be) must occur within twelve (12) months of the date of the **Bodily Injury**.
- iii. The benefits shown below are a percentage of the amount shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.
- iv. The maximum benefit payable for any one (1) **Bodily Injury** resulting in loss of **Teeth** or Dental Procedures will be the amount shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.
- v. A limit per **Tooth** applies, and will be the amount shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – Limit per Tooth.

The Events	The Benefits
49. Loss of Teeth or full capping of Teeth	100%
50. Partial capping of Teeth	50%

Section 2: General Extensions Applicable to the Policy

The following Extensions are only covered by this **Policy** if an amount is shown in the **Schedule** for that particular Extension.

2.1 **Accidental HIV Infection Benefit**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** is infected with Human Immunodeficiency Virus (HIV) or any variation thereof, or acquires Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) as a direct result of:

- i. **Bodily Injury** caused by an **Unprovoked Assault** or a **Violent Criminal Act** covered by this **Policy**; or
- ii. receiving medical treatment from a **Doctor** or registered nurse for a **Bodily Injury** or **Sickness** covered by this **Policy**;

We will pay the **Covered Person** the amount shown in the **Schedule** against Extension 2.1 – ‘Accidental HIV Infection Benefit’. Provided that the **Covered Person** is positively diagnosed within one hundred and eighty (180) days from the event giving rise to the infection.

2.2 **Accommodation and Transport Expenses Benefit**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** is admitted to hospital as a result of a **Bodily Injury** or **Sickness** covered by this **Policy**, and the hospital is more than one hundred kilometres (100km) from the **Covered Person’s** normal place of residence, **We** will pay the reasonable transport and/or accommodation expenses incurred by:

- i. the **Covered Person’s Spouse/Partner** and/or **Dependent Child(ren)**; or
- ii. up to two (2) other persons,

to travel to and from the hospital and/or remain with the **Covered Person**, up to the amount shown in the **Schedule** against Extension 2.2 – ‘Accommodation and Transport Expenses’.

2.3 **Air or Road Rage Incident – Expenses Benefit**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** covered by this **Policy** as a result of being the victim of an **Air or Road Rage Incident**, **We** will reimburse the **Policyholder** or **Covered Person** for the following expenses:

- i. where the **Covered Person** and/or **Close Relative(s)** have missed the original departure, the additional accommodation or transportation expenses incurred to transport the **Covered Person** and/or their **Close Relative(s)** to their intended destination; and
- ii. additional accommodation or transport expenses incurred to transport the **Covered Person** and/or their **Close Relative(s)** to their return destination, or to travel from the place where the trip was interrupted to a place where the **Covered Person** and/or their **Close Relative(s)** can resume the trip; and
- iii. the unused portion of forfeited travel or accommodation expenses paid in advance, provided that:
 - a. the **Covered Person** reported the **Air or Road Rage Incident** to the police or other relevant local authority as soon as reasonably practicable after the incident occurred; and
 - b. the trip or pre-scheduled trip was interrupted or cancelled due to the **Air or Road Rage Incident**.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 2.3 – ‘Air or Road Rage Incident – Expenses Benefit’.

2.4 Air or Road Rage Incident, Carjacking Incident or Unprovoked Assault – Identity Theft Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** is the victim of **Identity Theft** as a result of an **Air or Road Rage Incident, Carjacking Incident or Unprovoked Assault** covered by this **Policy**, **We** will reimburse the **Covered Person** for reasonable **Identity Theft Expenses** incurred with **Our** consent (such consent shall not to be unreasonably withheld or delayed), to rectify any loss or damage caused by the **Identity Theft**. The maximum amount **We** will pay is the amount shown in in the **Schedule** against Extension 2.4 – ‘Air or Road Rage Incident, Carjacking Incident or Unprovoked Assault - Identity Theft Benefit’. Provided that:

- i. the **Covered Person** shall make every practicable effort to mitigate the chances of their identity being stolen, including contacting financial service providers or issuing authorities to cancel debit or credit cards as soon as reasonably practicable following the incident; and
- ii. the **Covered Person** must report the **Air or Road Rage Incident, Carjacking Incident or Unprovoked Assault** to the police or other relevant local authority as soon as reasonably practicable after the incident occurs, and if it is reasonably within the power of the **Covered Person**, they must provide **Us** with a written copy of that report.

For the purpose of this General Extension 2.4, **Identity Theft Expenses** means:

- i. legal and other reasonable expenses incurred to pursue closure of accounts, credit facilities or other facilities or commitments; and
- ii. legal and other reasonable expenses incurred to resubmit applications for loans, grants, other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of **Identity Theft**; and
- iii. legal and other reasonable expenses incurred to notarise affidavits or other similar documents, amending or rectifying records with respect to the **Covered Person's** true name or identity as the result of **Identity Theft**; and
- iv. legal and other reasonable expenses incurred to defend any suit brought against the **Covered Person** by a creditor or collection agency or any other entity acting on behalf of a creditor for non-payment of goods or services or for the default on a loan, as the result of **Identity Theft**; and
- v. legal and other reasonable expenses incurred to remove any civil judgment wrongfully entered against the **Covered Person** as a result of **Identity Theft**; and
- vi. the **Salary** of the **Covered Person** lost by the **Policyholder** or the **Covered Person** as a result of time off work to correct financial records altered due to the **Identity Theft**. However, there is no cover for lost **Salary** where the **Covered Person** is off work and receiving weekly benefits for **Event 31 or 32** (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury**). The **Covered Person** must provide proof of lost **Salary**.

2.5 Bed Care Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, a **Doctor** certifies that the **Covered Person** is required to be confined to bed (other than in a hospital or medical facility) as a result of a **Bodily Injury**, for a period in excess of twenty-four (24) hours, **We** will pay the **Policyholder** or **Covered Person** for each week of bed confinement. The maximum weekly amount and maximum number of consecutive weeks are shown in the **Schedule** against Extension 2.5 – ‘Bed Care Benefit’. If the bed confinement continues for a period of less than one (1) week, or for only part of any subsequent week, **We** will pay the Bed Care Benefit at the rate of one seventh (1/7th) of the weekly amount for each day during which bed confinement continues. This benefit will be payable in addition to any other amount paid or payable under the **Policy**.

2.6 Cancer Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** is first diagnosed with **Cancer**, **We** will pay the **Covered Person** the amount shown in the **Schedule** against Extension 2.6 – ‘Cancer Benefit’, in addition to any other benefit payable under this **Policy**, provided that:

- i. Part C – Sickness Benefits has been selected for cover in the **Schedule**; and
- ii. the **Scope of Cover** in the **Schedule** shows that cover operates on a 24/7 basis; and
- iii. the manifestation of any symptoms or conditions which subsequently result in an investigation leading to a diagnosis of **Cancer**, do not occur within ninety (90) days of that person first becoming a **Covered Person**; and
- iv. the **Cancer** is not directly or indirectly caused by a **Pre-Existing Condition**;
- v. the **Covered Person** survives for a period of not less than thirty (30) days following diagnosis; and
- vi. the **Covered Person** has not previously qualified for a benefit amount under this Extension 2.6.

2.7 Carjacking Incident – Excess and Vehicle Hire Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** is the victim of a **Carjacking Incident** which results in theft of and/or damage to the **Covered Person's** vehicle, **We** will reimburse the **Policyholder** or **Covered Person** the actual costs incurred for:

- i. the excess applicable under the **Covered Person's** personal comprehensive motor vehicle insurance policy, or if less than the excess applicable, the costs paid for any repairs that cannot be recovered from any other source; and
- ii. the reasonable costs of a hire vehicle, or for hire of a taxi or commercial ride sharing service, for the **Covered Person** to take travel directly to and from their usual home and workplace, and for travel directly to and from other authorised business activities of the **Policyholder** if the **Covered Person** is without their vehicle due to theft or whilst repairs are being undertaken on the vehicle.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 2.7 – ‘Carjacking Incident – Excess and Vehicle Hire Benefit’.

2.8 Carjacking Incident – Lump Sum Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** covered by this **Policy** as a result of being the victim of a **Carjacking Incident**, **We** will pay the **Covered Person** the amount shown in the **Schedule** against Extension 2.8 – ‘Carjacking Incident – Lump Sum Benefit’. Provided that the **Covered Person** reports the **Carjacking Incident** to the police or other relevant local authority as soon as reasonably practicable after the incident occurs.

2.9 Chauffeur Services Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** becomes entitled to a payment of a benefit under any of **Events 31, 32, 37 or 38** (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**), **We** will reimburse the reasonable costs incurred for a chauffeur, taxi or commercial ride sharing service, to transport the **Covered Person** directly to and from:

- i. the **Covered Person's** usual place of work and their usual place of residence, if the **Covered Person** recovers sufficiently to return to work but a **Doctor** certifies that they are unable to drive a vehicle or travel on public transport; and
- ii. any medical appointment for the treatment of the **Temporary Total Disablement** or **Temporary Partial Disablement**.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 2.9 – ‘Chauffeur Services Benefit’.

2.10 Childcare Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury**, and becomes entitled to the payment of a benefit under any of the following **Events**:

- i. **Event 1 (Accidental Death)**;
- ii. **Event 2 (Permanent Total Disablement)**;
- iii. **Event 3 (Paraplegia or Quadriplegia)**;
- iv. **Event 4 (Loss of one (1) or both eyes)**;
- v. **Event 5 (Loss of one (1) or more Limbs)**;
- vi. **Event 6 (Loss of both Hands)**;
- vii. **Event 7 (Loss of four (4) Fingers and Thumb of both Hands)**;
- viii. **Event 11 (Loss of both Feet)**;
- ix. **Event 13 (Permanent Serious Mental Impairment)**;
- x. **Event 14 (Loss of hearing in one (1) or both ears)**; or
- xi. **Event 15 (Loss of the lens of both eyes)**;

We will reimburse the **Covered Person** for the reasonable expenses incurred for the services of a registered childcare provider, up to the amount shown in the **Schedule** against Extension 2.10 – ‘Childcare Benefit’, but only in respect of additional expenses that would not otherwise have been incurred.

2.11 Coma Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** covered by this **Policy**, and which:

- i. such **Bodily Injury** directly causes or results in a continuous unconscious state; and
- ii. **We** are provided with a written opinion of a **Doctor** that certifies that the **Bodily Injury** caused the **Covered Person** to be in such a continuous unconscious state,

We will pay to the **Covered Person** or the **Covered Person’s** legal representative on behalf of the **Covered Person**, a daily amount for each consecutive day, or part thereof, of continuous unconsciousness, up to a maximum number of consecutive days. The maximum daily amount and maximum number of consecutive days are shown in the **Schedule** against Extension 2.11 – ‘Coma Benefit’. If the state of unconsciousness persists for less than one (1) week, or for only part of any subsequent week, **We** will pay the Coma Benefit described above at the rate of one seventh (1/7th) the weekly rate for each day of unconsciousness during that part week. This benefit will be payable in addition to any other amount paid or payable under the **Policy**.

2.12 Concussion Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** in connection with the business of the **Policyholder**, which results in a grade 3 or higher concussion as confirmed by a **Doctor** who certifies that the cause of the concussion was the **Bodily Injury**, **We** will pay the **Covered Person** the amount shown in the **Schedule** per **Bodily Injury** against Extension 2.12 – ‘Concussion Benefit’. The maximum amount **We** will pay for any one (1) **Period of Insurance** for any **Covered Person** is the amount shown in the **Schedule** against Extension 2.12 – ‘Concussion Benefit’.

2.13 Corporate Image Protection Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** likely to result in a valid claim under the **Policy** with respect to the following **Events**:

- i. **Event 1 (Accidental Death)**;
- ii. **Event 2 (Permanent Total Disablement)**;
- iii. **Event 3 (Paraplegia or Quadriplegia)**;
- iv. **Event 4 (Loss of one (1) or both eyes)**;
- v. **Event 5 (Loss of one (1) or more Limbs)**;
- vi. **Event 6 (Loss of both Hands)**;
- vii. **Event 7 (Loss of four (4) Fingers and Thumb of both Hands)**;
- viii. **Event 11 (Loss of both Feet)**;
- ix. **Event 13 (Permanent Serious Mental Impairment)**;
- x. **Event 14 (Loss of hearing in one (1) or both ears)**; or
- xi. **Event 15 (Loss of the lens of both eyes)**;

We will reimburse the **Policyholder** for costs (other than the **Policyholder's** own internal costs) incurred with **Our** prior written agreement (not to be unreasonably withheld or delayed) as a result of such **Bodily Injury(ies)** to:

- a. engage image consultants and public relations consultants; and
- b. engage media partners or media consultants; and/or
- c. release information through the media,

for the purpose of protecting and/or positively promoting the **Policyholder's** business and/or image.

Provided that such costs are incurred within twelve (12) months of the **Bodily Injury(ies)**.

The maximum amount **We** will pay with respect to any one (1) corporate image event is the amount shown in the **Schedule** against Extension 2.13 – 'Corporate Image Protection Benefit'.

2.14 Dependent Children Supplement

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** suffers an **Accidental Death**, **We** will pay in addition to **Event 1 (Accidental Death)** the amount stated in the **Schedule** against Extension 2.14 – 'Dependent Children Supplement'. The maximum amounts **We** will pay for each **Dependent Child** and for each family, are the amounts shown in the **Schedule** against Extension 2.14 – 'Dependent Children Supplement'.

2.15 Disappearance

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** disappears in any manner whatsoever, and the **Covered Person's** body has not been found within twelve (12) months after the date of that disappearance, the **Covered Person** will be deemed, for the purpose of this **Policy**, to have died as a result of a **Bodily Injury** at the time of their disappearance.

Where the **Accidental Death** benefit in the Table of Events (**Event 1**) is payable because of a disappearance, **We** will only pay that benefit if the **Policyholder** or the legal representatives of the **Covered Person's** estate:

- i. reports the disappearance to the local police and obtains a written report; and
- ii. provide a death certificate from the relevant authority, or where a death certificate cannot be

obtained, evidence that the **Covered Person's** disappearance was reported to the police, or coroner, or other relevant authority will be required; and

- iii. provide **Us** a signed undertaking that the benefit will be repaid to **Us** if, after **Our** payment, it is found that the **Covered Person's** estate knew that the **Covered Person** did not die or did not die as a result of a **Bodily Injury**.

2.16 Education Fund Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** suffers an **Accidental Death** covered by this **Policy**, **We** will reimburse school or university fees which are subsequently incurred for any **Dependent Child** who is enrolled in a school, TAFE, university or similar accredited educational institution at the time of the **Covered Person's Accidental Death**. The maximum amounts **We** will pay for each **Dependent Child** and for each family, are the amounts shown in the **Schedule** against Extension 2.16 – 'Education Fund Benefit'.

2.17 Emergency Home Help Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** which results in a **Doctor** certifying that the **Covered Person** is unable to carry out **Domestic Duties**, **We** will pay the reasonable and necessary costs incurred for the **Domestic Duties** to be performed by a person other than a **Close Relative** of the **Covered Person**, but only in respect of additional expenses which would not have otherwise been incurred.

The maximum amount **We** will pay per week for any one (1) **Event**, and the maximum number of weeks for which payments will be made, are shown in the **Schedule** against Extension 2.17 – 'Emergency Home Help Benefit'.

2.18 Escalation of Claim Benefit

If **We** have paid a benefit under any of **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**) continuously for twelve (12) months, and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by five percent (5%) compound per annum. Any continuation of benefits shall not exceed the total maximum **Benefit Period** shown in the **Schedule**.

2.19 Executor Emergency Cash Advance Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** resulting in **Accidental Death**, **We** will, upon the written request of the executor of the **Covered Person's** estate, advance to the **Policyholder** or the executor of the **Covered Person's** estate, the sum stated in the **Schedule** against Extension 2.19 – 'Executor Emergency Cash Advance Benefit', while the administration of the **Covered Person's** estate is being arranged. Provided that:

- i. any cash advance under this benefit will be subject to reasonable evidence that the cause of death is a covered **Bodily Injury**; and
- ii. the amount of the payment made under this Extension 2.19 shall be deducted from any amount paid under **Event 1 (Accidental Death)**.

2.20 Exposure

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** is exposed to the elements as a result of an **Accident** and, within twelve (12) months of the **Accident**, the **Covered Person** sustains any **Event** as a direct result of that exposure, the **Covered Person** will be deemed, for the purpose of the **Policy**, to have sustained a **Bodily Injury** on the date of the **Accident**.

2.21 Funeral Expenses Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** suffers an **Accidental Death**, **We** will pay up to the amount shown in the **Schedule** against Extension 2.21 – ‘Funeral Expenses Benefit’ for:

- i. the reasonable funeral, burial or cremation of the **Covered Person’s** body and associated expenses; and
- ii. all reasonable expenses incurred to transport the **Covered Person’s** body or ashes to a place nominated by the legal representative of the **Covered Person’s** estate.

2.22 Guaranteed Payment

If a **Covered Person** becomes entitled to a payment of a benefit under either of **Events** 31 or 37 (weekly benefits for **Temporary Total Disablement** for **Bodily Injury** or **Sickness**), **We** will immediately pay twelve (12) weeks of benefits, provided that the **Policyholder** or a **Covered Person** gives **Us** evidence from a **Doctor** certifying that the period of **Temporary Total Disablement** is likely to be twenty-six (26) weeks or greater.

2.23 Home Care Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** is in receipt of a weekly benefit for either of **Events** 31 or 37 (weekly benefits for **Temporary Total Disablement** for **Bodily Injury** or **Sickness**) and is medically certified by a **Doctor** as requiring full-time care, **We** will pay a weekly amount where an immediate **Family Member** ceases permanent employment, and is no longer earning an income, solely because of the provision of that care.

We will pay the lesser of the weekly amount stated in the **Schedule** against Extension 2.23 – ‘Home Care Benefit’ and the income the **Family Member** would have earned had the **Covered Person** not required full-time care, for the maximum number of weeks stated in the **Schedule**.

2.24 Independent Financial Advice Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** becomes entitled to the payment of a benefit under any of the following **Events**:

- i. **Event 1 (Accidental Death)**;
- ii. **Event 2 (Permanent Total Disablement)**;
- iii. **Event 3 (Paraplegia or Quadriplegia)**;
- iv. **Event 4 (Loss of one (1) or both eyes)**;
- v. **Event 5 (Loss of one (1) or more Limbs)**;
- vi. **Event 6 (Loss of both Hands)**;
- vii. **Event 7 (Loss of four (4) Fingers and Thumb of both Hands)**;
- viii. **Event 11 (Loss of both Feet)**;
- ix. **Event 13 (Permanent Serious Mental Impairment)**;
- x. **Event 14 (Loss of hearing in one (1) or both ears)**; or
- xi. **Event 15 (Loss of the lens of both eyes)**;

We will, if requested by the **Policyholder**, the **Covered Person** or the representative of the **Covered Person’s** estate, pay in addition to the benefit applicable to that **Event**, the cost of obtaining independent financial advice, provided such advice is given by a professional financial advisor:

- a. who is not the **Policyholder**, a **Covered Person**, or a **Close Relative** of the **Covered Person**; and

- b. who, at the time the advice is given, is regulated by the Australian Securities and Investments Commission (ASIC) and is authorised by ASIC to give such financial advice. If the financial advice is obtained in a country other than Australia, the advice must be given by a person who is authorised or regulated under the laws of that country to provide such financial advice.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 2.24 – ‘Independent Financial Advice Benefit’.

2.25 Modification Expenses Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** becomes entitled to the payment of a benefit under any of the following **Events**:

- i. **Event 1 (Accidental Death)**;
- ii. **Event 2 (Permanent Total Disablement)**;
- iii. **Event 3 (Paraplegia or Quadriplegia)**;
- iv. **Event 4 (Loss of one (1) or both eyes)**;
- v. **Event 5 (Loss of one (1) or more Limbs)**;
- vi. **Event 6 (Loss of both Hands)**;
- vii. **Event 7 (Loss of four (4) Fingers and Thumb of both Hands)**;
- viii. **Event 11 (Loss of both Feet)**;
- ix. **Event 13 (Permanent Serious Mental Impairment)**;
- x. **Event 14 (Loss of hearing in one (1) or both ears)**; or
- xi. **Event 15 (Loss of the lens of both eyes)**;

We will reimburse the **Policyholder** or the **Covered Person**, up to the amount shown in the **Schedule** against Extension 2.25 – ‘Modification Expenses Benefit’, for reasonable costs incurred to:

- a. modify the **Covered Person’s** vehicle; and
- b. modify the **Covered Person’s** home or relocate the **Covered Person** to a more suitable residence; and
- c. with the agreement of the **Policyholder**, modify the **Covered Person’s** workplace,

provided that a **Doctor** certifies that the modification and/or relocation is medically necessary, or is likely to be beneficial in managing the **Covered Person’s** condition or to enable greater independence in daily life.

2.26 Orphan Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person’s Dependent Children** become orphaned as a result of the **Covered Person** suffering an **Accidental Death**, **We** will pay the **Covered Person’s** estate (in addition to any benefit payable under Extension 2.14 – Dependent Children Supplement) a Lump Sum Benefit. The maximum amounts **We** will pay for each **Dependent Child** and for each family, are the amounts shown in the **Schedule** against Extension 2.26 – ‘Orphan Benefit’.

2.27 Out of Pocket Expenses Benefit

- i. If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** covered by this **Policy**, **We** will reimburse the reasonable costs incurred directly as a result of such **Bodily Injury** for:

- a. **Bodily Injury Aids**; and
- b. local transportation (other than in an ambulance) for the purpose of seeking medical treatment; and
- c. other non-medical expenses such as clothing and non-medical equipment; and
- d. any other out of pocket expenses not insured elsewhere under this **Policy**.
- ii. If the personal property of a **Covered Person** is lost or damaged as a result of a **Bodily Injury** caused by an **Unprovoked Assault** covered by this **Policy**, **We** will also pay the value of the personal property, provided that the **Covered Person** reports the **Unprovoked Assault** to the police or other appropriate authority as soon as reasonably practicable after the assault.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 2.27 – ‘Out of Pocket Expenses Benefit’.

2.28 **Partner Retraining Benefit**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** becomes entitled to the payment of a benefit under any of the following **Events**:

- i. **Event 1 (Accidental Death)**;
- ii. **Event 2 (Permanent Total Disablement)**;
- iii. **Event 3 (Paraplegia or Quadriplegia)**;
- iv. **Event 4 (Loss of one (1) or both eyes)**;
- v. **Event 5 (Loss of one (1) or more Limbs)**;
- vi. **Event 6 (Loss of both Hands)**;
- vii. **Event 7 (Loss of four (4) Fingers and Thumb of both Hands)**;
- viii. **Event 11 (Loss of both Feet)**;
- ix. **Event 13 (Permanent Serious Mental Impairment)**;
- x. **Event 14 (Loss of hearing in one (1) or both ears)**; or
- xi. **Event 15 (Loss of the lens of both eyes)**;

We will pay, if asked by the **Policyholder**, or the **Covered Person**, or the representative of the **Covered Person's** estate, the cost incurred to train or retrain the **Covered Person's Spouse/Partner**:

- a. for the purpose of obtaining gainful employment; or
- b. to improve their employment prospects; or
- c. to enable them to improve the quality of care they can provide to the **Covered Person**,

provided always that:

- 1. the training is provided by a registered training organisation qualified to provide such service; and
- 2. all expenses are incurred within twenty-four (24) months of the date the **Covered Person** sustained the **Bodily Injury** covered by the **Policy**.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 2.28 – ‘Partner Retraining Benefit’. This benefit is payable in addition to any other benefit payable under this **Policy**.

2.29 Post-Traumatic Stress Disorder Weekly Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person**:

- i. is first diagnosed with Post-Traumatic Stress Disorder (PTSD) within twelve (12) months of, and as a direct result of, being a victim of or eyewitness to (other than by television, social media, newspaper or other media) an **Act of Terrorism, Air or Road Rage Incident, Carjacking Incident or Violent Criminal Act**; and
- ii. sustains **Temporary Total Disablement or Temporary Partial Disablement** as a result of that diagnosis; and
- iii. an amount is shown in the **Schedule** for **Event 31 or 32** (weekly benefits for **Temporary Total Disablement or Temporary Partial Disablement for Bodily Injury**); and
- iv. no amount for **Events 37 or 38** (weekly benefits for **Temporary Total Disablement or Temporary Partial Disablement for Sickness**) is shown in the **Schedule**,

We will pay the **Covered Person** a weekly benefit. The maximum amount **We** will pay per **Covered Person** per week, and the maximum number of weeks for which payments will be made, are shown in the **Schedule** against Extension 2.29 – ‘Post-Traumatic Stress Disorder Weekly Benefit’.

The maximum amount **We** will pay for all **Covered Persons** during the **Period of Insurance**, shall not exceed the amount shown in the **Schedule** against Extension 2.29 – ‘Post-Traumatic Stress Disorder – Maximum Amount per Period of Insurance’.

2.30 Premature Birth/Miscarriage Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** covered by this **Policy** which results in premature childbirth (prior to thirty-two (32) weeks gestation) or miscarriage, **We** will pay the **Policyholder** or the **Covered Person** the amount shown in the **Schedule** against Extension 2.30 – ‘Premature Birth/Miscarriage Benefit’.

2.31 Reconstructive or Cosmetic Surgery Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** becomes entitled to a benefit under any of **Events 2 to 25** listed in Part A – Accidental Death and Bodily Injury - Lump Sum Benefits, and it is medically necessary for the **Covered Person** to have reconstructive or cosmetic surgery, **We** will pay the **Policyholder** or **Covered Person** an additional ten percent (10%) of that benefit amount for that **Event**, up to the maximum amount shown in the **Schedule** against Extension 2.31 – ‘Reconstructive or Cosmetic Surgery Benefit’.

2.32 Replacement Staff/Recruitment Costs Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** for which a benefit is payable for any one (1) of the following **Events**:

- i. **Event 1 (Accidental Death)**;
- ii. **Event 2 (Permanent Total Disablement)**;
- iii. **Event 3 (Paraplegia or Quadriplegia)**; or
- iv. **Event 13 (Permanent Serious Mental Impairment)**

We will pay the reasonable costs incurred by the **Policyholder** to recruit replacement employees for the continuation of the **Policyholder's** business, up to the amount shown in the **Schedule** against Extension 2.32 – ‘Replacement Staff/Recruitment Costs Benefit’, and provided that the recruitment process commences within ninety (90) days of the **Event**.

2.33 Return to Work Assistance Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** becomes entitled to a payment of a benefit under any of **Events 31, 32, 37 or 38** (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**), **We** will reimburse the **Covered Person** for reasonable costs incurred for professional assistance to improve the **Covered Person's** physical and/or emotional condition to support a return to their usual occupation. Professional assistance includes, but is not limited to, assistance recommended by a **Doctor** or occupational therapist for special equipment for and/or modifications to the **Covered Person's** usual workplace.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 2.33 – 'Return to Work Assistance Benefit'.

2.34 Student Tutorial Expenses Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** who is also a full-time student or part-time student sustains a **Bodily Injury** which results in a **Doctor** certifying that the **Covered Person** is temporarily unable to attend their registered classes, **We** will pay the cost of reasonably and necessarily incurred additional home tutorial services as a result of that **Bodily Injury** up to the weekly amount and for the maximum number of weeks for which payments will be made shown in the **Schedule** against Extension 2.34 – 'Student Tutorial Expenses Benefit'. This benefit is available where the **Covered Person** is registered as a full-time student or part-time student with an educational institution. Home tutorial services must be carried out by persons other than the **Covered Person's Close Relatives** or persons permanently living with the **Covered Person**. This Extension 2.34 is also subject to an **Excess Period** shown in the **Schedule** against Extension 2.34 – 'Student Tutorial Expenses Benefit'.

2.35 Surviving Spouse/Partner Supplement

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** suffers an **Accidental Death** covered by this **Policy**, **We** will pay, in addition to **Event 1 (Accidental Death)**, the amount stated in the **Schedule** against Extension 2.35 – 'Surviving Spouse/Partner Supplement' for a surviving **Spouse/Partner**.

2.36 Terrorism Injury Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** as a result of an **Act of Terrorism**, and becomes entitled to a benefit under any of the following **Events**:

- i. **Event 1 (Accidental Death);**
- ii. **Event 2 (Permanent Total Disablement);**
- iii. **Event 3 (Paraplegia or Quadriplegia);**
- iv. **Event 4 (Loss of one (1) or both eyes);**
- v. **Event 5 (Loss of one (1) or more Limbs);**
- vi. **Event 6 (Loss of both Hands);**
- vii. **Event 7 (Loss of four (4) Fingers and Thumb of both Hands);**
- viii. **Event 11 (Loss of both Feet);**
- ix. **Event 13 (Permanent Serious Mental Impairment);**
- x. **Event 14 (Loss of hearing in one (1) or both ears); or**
- xi. **Event 15 (Loss of the lens of both eyes);**

We will, in addition, pay to the **Policyholder** the amount shown in the **Schedule** per **Covered Person** up to the maximum amount for any one (1) **Period of Insurance** for Extension 2.36 – 'Terrorism Injury Benefit'.

2.37 Trauma Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains psychological trauma (which is diagnosed by a **Doctor**) as a direct result of:

- i. being the victim of, or an eyewitness to, an **Act of Terrorism, Air or Road Rage Incident, Carjacking Incident or Violent Criminal Act** occurring during the **Period of Insurance**; or
- ii. an **Event** covered under Section 1 of this **Policy**;

We will pay the **Covered Person** the amount shown in the **Schedule** against Extension 2.37 – ‘Trauma Benefit’ towards the costs of trauma counselling, provided that:

- a. those costs are not an expense to which General Exclusions 4.1(v) or (vi) apply;
- b. the trauma counselling is provided by a registered psychologist or psychiatrist (who is not a **Covered Person** or their **Close Relative**); and
- c. the treatment is certified as necessary by a **Doctor** for the wellbeing of the **Covered Person**.

2.38 Tuition or Advice Expenses Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** or **Sickness** and becomes entitled to a payment of a benefit under any of **Events 31, 32, 37 or 38** (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**), **We** will reimburse any expenses incurred by the **Policyholder** or a **Covered Person** for tuition or advice given to the **Covered Person** by a licensed vocational school, provided such tuition or advice is undertaken with **Our** prior written agreement (such agreement not to be unreasonably withheld or delayed) and the agreement of the **Covered Person’s Doctor**.

Reimbursement under this Extension 2.38 will be limited to the actual costs incurred by the **Policyholder** or the **Covered Person**, up to the maximum amount per month, and the maximum number of months, shown in the **Schedule** against Extension 2.38 – ‘Tuition or Advice Expenses Benefit’.

2.39 Unexpired Membership Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** becomes entitled to the payment of a benefit under any of the following **Events**:

- i. **Events 2 to 7, 11, 13, 14, 15**; or
- ii. **Events 31, 32, 37 or 38** (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**) for which a **Doctor** certifies in writing will reasonably likely continue for a minimum period of twenty-six (26) weeks or the period for which the **Covered Person** has pre-paid a membership, association or registration fee (whichever is the greater);

We will pay the **Policyholder** or **Covered Person** a refund of such pre-paid, unused and non-refundable fees for the current season or membership period, up to the amount shown in the **Schedule** against Extension 2.39 – ‘Unexpired Membership Benefit’.

This payment is calculated from the date the **Doctor** certifies that the **Covered Person** is prevented from participating and ends at the end of the current season or membership period which has been pre-paid.

This benefit is not payable if:

- a. the **Covered Person** has been certified by a **Doctor** as being prevented from participating only for a portion of the entire pre-paid period; and/or
- b. a refund, credit note or voucher has been received or been offered for the unused pre-paid fees.

2.40 Visitors Benefit

If, during the **Period of Insurance**, a third party visits the **Policyholder's** premises in a business capacity and sustains a **Bodily Injury** which, had the third party been a **Covered Person**, would have resulted in a benefit being paid under any one (1) of the following **Events**:

- i. **Event 1 (Accidental Death)**; or
- ii. **Event 2 (Permanent Total Disablement)**:

We will pay the **Policyholder** the amount shown in the **Schedule** against Extension 2.40 – 'Visitors Benefit'.

2.41 Work Experience Benefit

If, during the **Period of Insurance**, a person is undertaking authorised **Work Experience** with the **Policyholder** and, whilst performing duties on behalf of the **Policyholder**, sustains a **Bodily Injury** which, had the person been a **Covered Person**, would have resulted in a benefit being paid under any the following **Events**:

- i. **Event 1 (Accidental Death)**;
- ii. **Event 2 (Permanent Total Disablement)**;
- iii. **Event 3 (Paraplegia or Quadriplegia)**;
- iv. **Event 4 (Loss of one (1) or both eyes)**;
- v. **Event 5 (Loss of one (1) or more Limbs)**;
- vi. **Event 6 (Loss of both Hands)**;
- vii. **Event 7 (Loss of four (4) Fingers and Thumb of both Hands)**;
- viii. **Event 11 (Loss of both Feet)**;
- ix. **Event 13 (Permanent Serious Mental Impairment)**;
- x. **Event 14 (Loss of hearing in one (1) or both ears)**; or
- xi. **Event 15 (Loss of the lens of both eyes)**:

We will pay the person, or their estate, the amount shown in the **Schedule** against Extension 2.41 – 'Work Experience Benefit'.

2.42 Workplace Assault Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** and within the **Scope of Cover**, the **Covered Person** sustains a **Bodily Injury** as a result of an **Unprovoked Assault** whilst at the **Policyholder's** premises or the **Covered Person's** usual place of employment with the **Policyholder**, **We** will pay the **Policyholder** or the **Covered Person** the amount shown in the **Schedule** against Extension 2.42 – 'Workplace Assault Benefit'.

Section 3: General Conditions Applicable to the Policy

These General Conditions apply to all Sections of the **Policy**, unless expressly stated otherwise. These General Conditions apply in addition to any Conditions contained in Section 1 or Section 2.

- 3.1 The **Covered Person** shall, as soon as reasonably practicable after the happening of any **Bodily Injury** or the manifestation of any **Sickness** giving rise to a claim under the **Policy**, procure and follow medical advice from a **Doctor**, as not doing so may prejudice **Our** rights and may result in **Us** reducing the amount payable under this **Policy**.
- 3.2 Unless specified otherwise in the **Policy**, all benefits will be paid to the **Policyholder** or such other person or persons and in such proportions the **Policyholder** nominates.

Section 4: General Exclusions Applicable to the Policy

These General Exclusions apply to all Sections the **Policy**, unless expressly stated otherwise. These general Exclusions apply in addition to any Exclusions contained in Section 1 or Section 2.

- 4.1 **We** will not pay benefits with respect to any loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** which:
- i. results from a **Covered Person** engaging in or taking part in:
 - a. flying, or engaging in aerial activities, other than as a passenger in an aircraft licensed to carry passengers, or which the **Covered Person** believes on reasonable grounds is licensed to carry passengers; or
 - b. training for or participating in **Professional Sport** of any kind;
 - ii. results from any intentional self-injury, suicide or any illegal or criminal act committed by the **Policyholder** or a **Covered Person**, provided that this General Exclusion 4.1(ii) does not apply to the **Policyholder** or any **Covered Person** who is not the perpetrator of such act, or who did not know of or condone any such act;
 - iii. results from **War** or **Civil War** in a **Covered Person's** country of residence, or in any of the following countries: Afghanistan, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Somalia, or Sudan; provided that this Exclusion 4.1(iii) will not apply where **Bodily Injury** or **Sickness** is sustained as a result of hijacking, riot, strike, or civil commotion (but only where the **Covered Person** did not participate in such hijacking, riot, strike or civil commotion);
 - iv. results from any **Pre-Existing Condition**, provided that this General Exclusion 4.1(iv) will not apply to illness or disease resulting directly from medical or surgical treatment rendered necessary by any **Bodily Injury**;
 - v. is covered by Medicare, in whole or in part;
 - vi. would result in **Our** contravening the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth)*, the *Private Health Insurance (Health Insurance Business) Rules* as updated from time to time, or the *National Health Act 1953 (Cth)* or any amendment to, or consolidation or re-enactment of those Acts or any succeeding, replacement or equivalent legislation.
- 4.2 **We** will not pay any benefit with respect to any loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** to the extent that trade or economic sanctions or other laws or regulations prohibit **Us** from providing insurance, including but not limited to, the payment of claims.

Section 5: General Provisions Applicable to the Policy

These General Provisions apply to all Sections of the **Policy**, unless expressly stated otherwise.

5.1 Age Limitations

- i. If a **Covered Person** is aged seventy-five (75) years or over, but under eighty-five (85) years at the time the entitlement to claim arose:
 - a. no benefit is payable under Section 1 **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**); and
 - b. no benefit is payable under Extension 2.6 'Cancer Benefit'.

This clause will not prejudice any entitlement to claim benefits which arose before a **Covered Person** attained the age of seventy-five (75) years, unless otherwise endorsed or stated in the **Schedule**.

- ii. If a **Covered Person** is aged eighty-five (85) years or over, but under ninety (90) years at the time the entitlement to claim arose:
 - a. cover under Section 1 **Event 1 (Accidental Death)** and **Events** 3–25, are limited to \$250,000 and **Event 2 (Permanent Total Disablement)** is limited to the amount shown in the **Schedule** against Part A – Accidental Death and Bodily Injury - Lump Sum Benefits; and
 - b. no benefit is payable under Section 1 **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**); and
 - c. no benefit is payable under Extension 2.6 'Cancer Benefit'.

This clause will not prejudice any entitlement to claim benefits which arose before a **Covered Person** attained the age of eighty-five (85) years, unless otherwise endorsed or stated in the **Schedule**.

- iii. If a **Covered Person** is aged ninety (90) years or over at the time the entitlement to claim arose:
 - a. cover under Section 1 **Event 1 (Accidental Death)** and **Events** 3–25, are limited to a maximum of \$25,000; and
 - b. no benefit is payable under Section 1 **Event 2 (Permanent Total Disablement)**; and
 - c. no benefit is payable under Section 1 **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**); and
 - d. no benefit is payable under Extension 2.6 'Cancer Benefit'.

This clause will not prejudice any entitlement to claim benefits which arose before a **Covered Person** attained the age of ninety (90) years, unless otherwise endorsed or stated in the **Schedule**.

5.2 Aggregate Limits of Liability

- i. Except as stated below, **Our** total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** will not exceed the amount shown in the **Schedule** against Aggregate Limits of Liability – Any one Period of Insurance. In the event this limit is reached, the amount may be reinstated on request if **We** agree and upon payment of an appropriate additional **Premium** (plus any charges);
- ii. **Our** total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** relating directly to **Non-Scheduled Flight(s)** will not exceed the amount shown in the **Schedule** against Aggregate Limits of Liability - Non-Scheduled Flights. In the event this limit is reached, the amount may be reinstated on request if **We** agree and upon payment of an appropriate additional **Premium** (plus any charges);

- iii. **Our** liability for any one (1) event giving rise to a claim under the **Policy** with respect to **War** and/or **Civil War** will not exceed the maximum amount shown in the **Schedule** against Aggregate Limits of Liability - War and/or Civil War - Maximum liability for any one event;
- iv. **Our** total liability for all claims arising under the **Policy** during and one (1) **Period of Insurance** relating to **War** and/or **Civil War** will not exceed the amount shown in the **Schedule** against Aggregate Limits of Liability - War and/or Civil War – Total liability, for all claims under the **Policy** during any one (1) **Period of Insurance**; and
- v. **We** will not make any payment that exceeds the amount of the Aggregate Limits of Liability. In the event that claims are made under the **Policy** which exceed the above Aggregate Limits of Liability, **We** shall reduce the payments made with respect to each **Covered Person** in such manner as **We** may reasonably determine. If claims made under the **Policy** do not exceed the above Aggregate Limits of Liability, but **We** have reduced payments under this Condition 5.2, **We** will make additional payments to each affected **Covered Person** to reimburse the reduction in payments proportional to the remaining Aggregate Limit.

5.3 Assistance and Co-operation

The **Policyholder** and a **Covered Person** will be required to co-operate with **Us** and, upon **Our** reasonable request, assist in making settlements, assist in the conduct of proceedings, and assist in enforcing any right of contribution or indemnity against any person or organisation who may be liable with respect to any benefits paid by **Us** under the **Policy**. **We** will keep the **Policyholder** apprised of the status of any proceedings, informed of material developments and consulted where appropriate. The **Policyholder** and a **Covered Person** (where relevant and to the extent it is within the **Policyholder** and/or the **Covered Person's** power) should make every practicable effort to attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Policyholder** or **Covered Person** shall not make any payment or admission, assume any obligation or incur any expense, other than for first aid at the time of an **Accident**, without **Our** consent. **We** may reduce or refuse a claim to the extent **We** are prejudiced by the admission, offer, promise, payment or indemnity provided by the **Policyholder** or **Covered Person**.

5.4 Breach of Conditions

If the **Policyholder** or a **Covered Person** breaches any of the Conditions or Provisions of the **Policy** (including a claims condition), **We** may, to the extent permitted by law, reduce or decline to pay a claim to the **Policyholder** or to the **Covered Person** who is in breach, if the claim arises directly out of that breach. For the purposes of this Condition, any information or knowledge possessed by a **Covered Person** who is in breach of a Condition or Provision of the **Policy**, shall not be imputed to any other **Covered Person** or to the **Policyholder**.

5.5 Cancellation

The **Policyholder** has twenty-one (21) days after entering into the **Policy** (including after a renewal) to decide whether or not to keep the **Policy**. If, within that period, the **Policyholder** asks **Us** to cancel the **Policy**, **We** will do so and will refund the full **Premium**, less charges or taxes which **We** are unable to recover, provided neither the **Policyholder** nor any **Covered Person** has made a claim under the **Policy**.

Thereafter, the **Policyholder** may cancel the **Policy** at any time by notifying **Us** in writing (including by email) or by phone. The cancellation will take effect at 4.01pm (in the state or territory where the **Policy** was issued) on the date **We** receive the **Policyholder's** written notice of cancellation or such time as may be otherwise agreed.

We may cancel the **Policy** on any of the grounds set out in the *Insurance Contracts Act 1984 (Cth)* by providing written notice to the **Policyholder**. Our notice of cancellation will take effect sixty (60) days after such notice was given to the **Policyholder**.

If the **Policy** is cancelled by either the **Policyholder** or **Us**, **We** will provide a pro-rata refund of **Premium** for the unexpired **Period of Insurance**. However, **We** will not refund any **Premium** if **We** have paid a benefit under the **Policy**.

5.6 Change of Business Activities

The **Policyholder** is required to inform **Us** as soon as is reasonably practicable of any alteration in the **Policyholder's** business activities which, to the knowledge of the **Policyholder** or of a reasonable person in the position of the **Policyholder**, increases the risk of a claim being made under the **Policy**.

Examples of changes requiring notification to **Us** include, but are not limited to:

- i. an increase in the number of **Covered Persons** by 10% or more;
- ii. a change in a **Covered Persons'** activities, from office-based to field-based; or
- iii. diversification of the **Policyholder's** service offering.

If **We** choose to accept a change, **We** will do so in writing. The **Policyholder** may be required to pay **Us** a pro-rata additional **Premium** from the date of the alteration in risk. The **Policy** may be cancelled if there is a change and **We** and the **Policyholder** cannot reach an agreement on altered terms and conditions or **Premium**; or if **We** are no longer prepared to insure the **Policyholder** because there has been a material change to the risk.

5.7 Claim Offset

Except for Part A – Accidental Death and Bodily Injury - Lump Sum Benefits, the **Policy** does not cover any loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** which is covered under any other insurance policy, health or medical scheme or Act of Parliament, or is payable by any other source. **We** will, however, pay the difference between the amount payable under such other insurance policy, health or medical scheme or Act of Parliament or such other source, and the amount which the **Policyholder** or the **Covered Person** would be otherwise entitled to recover under the **Policy**, where permissible by law. To the extent permitted by the *Insurance Contracts Act 1984 (Cth)*, if other valid and collectible insurance is available to cover any loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** also covered by this **Policy**, other than a policy that is specifically written to apply in excess of this **Policy**, the insurance afforded by this **Policy** shall apply in excess of and shall not contribute with such other insurance.

5.8 Construction and Interpretation

Headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

Unless the contrary intention appears in the **Policy**:

- i. words importing a gender include any other gender, and
- ii. words in the singular include the plural and words in the plural include the singular.
- iii. references to statutes include any amendments to, regulations under, and re-enactments or consolidations of such statutes and any subsequent, replacement or similarly comparable legislation.

5.9 Contra Proferentem Clause

We acknowledge and agree that in any dispute with the **Policyholder** or any **Covered Person**, any ambiguity in the **Policy** will not be construed against the **Policyholder** or the **Covered Person** on the grounds that Aon Risk Services Australia Limited or Aon Product Design & Development Pty Limited developed the **Policy**.

5.10 **Currency**

All amounts shown in the **Policy** are in Australian Dollars, unless otherwise stated in the **Schedule**. If expenses are incurred in a foreign currency, then the amount to be paid will be the rate of exchange published in the Australian Financial Review on the date the expense is incurred, or loss is sustained.

5.11 **Due Diligence**

The **Policyholder** and any **Covered Person** will exercise due diligence and take reasonable steps to avoid or reduce any loss under the **Policy**, including but not limited to, complying with workplace health and safety laws and avoiding high risk occupational exposures that a **Covered Person** is not qualified to undertake.

5.12 **Notice of Claim**

The **Claimant** is required to give **Us** written notice of any occurrence which is likely to give rise to a claim under the **Policy** as soon as is reasonably practicable after the date of the occurrence. A **Claimant's** failure to furnish **Us** with notice within a reasonable time will not invalidate any claim, but **We** may reduce **Our** liability under the **Policy** to the extent to which **We** have been prejudiced due to such failure. The **Claimant** will be required, at its expense, to give **Us** any certificates, information and other documentation as **We** may reasonably require for the purpose of investigating a claim and which are within the **Claimant's** power to provide. **We** may, at **Our** own expense, have any **Covered Person** who is the subject of a claim under the **Policy**, medically examined from time to time (so long as the frequency of examination is not unreasonable). **We** will give the **Covered Person** or their legal representative fair and reasonable notice of the medical examination.

5.13 **Other Insurance**

In the event of a claim, the **Policyholder** or a **Covered Person** is required to advise **Us** of any other insurance upon which they are entitled to claim, or have access to, that covers the same risk.

5.14 **Proper Law**

Any dispute arising under the **Policy**, or concerning its formation, will be governed by the laws of the state or territory of the Commonwealth of Australia in which the **Policy** was issued. Each party agrees to submit to the exclusive jurisdiction of any court of competent jurisdiction within the said state or territory and that all matters arising under this **Policy** will be determined in accordance with the law and the practice of such court.

5.15 **Severability**

This **Policy**, including any amendment, renewal or variation or **Endorsement** to it, shall be construed as if each of the parties or persons entitled to claim on it, whether a party to the contract of insurance or not, had made a proposal, application or request for the **Policy**, amendment, renewal or variation or **Endorsement** in respect of that party or persons interest only.

5.16 **Non-Imputation**

Any information or knowledge possessed by a party or person entitled to claim under this **Policy**, whether possessed before or after the contract was entered into, shall not be imputed to any other party or person. **We** will not seek any relief whatsoever (including cancellation of this **Policy**) for non-disclosure and/or misrepresentation against a party or person entitled to claim under this **Policy** unless **We** would have been entitled to that relief had the party or person claiming been the only party or person covered by this **Policy**.

Further, neither the inclusion of more than one party or person entitled to claim under this **Policy** nor any act, omission, breach or default by any one of them shall in any way affect the rights of any other party or person entitled to claim under this **Policy**.

5.17 Subrogation

If **We** pay an amount under the **Policy**, **We** will be subrogated to the **Claimant's** rights to recover that amount against any person or entity. A **Claimant** will be required to execute and deliver any instruments and papers and do whatever else is reasonably necessary to enable **Us** to pursue these rights. After any loss, a **Claimant** shall not intentionally take any action which will prejudice **Our** rights of subrogation.

All rights of subrogation are waived under this **Policy** against every company, organisation and person defined as **Policyholder** or **Covered Person** under this **Policy**, or any other party to which or to whom protection is afforded under this **Policy**, or against any party or parties to any contractual agreement entered into by the **Policyholder** or **Covered Person** prior to any loss which is the subject of a claim under this **Policy**.

5.18 Adjustment of Premium

Where the **Premium** for this **Policy** is arranged on an adjustable basis, the **Policyholder** shall keep accurate records and make declarations to **Us** in respect of the **Period of Insurance** so that the necessary adjustment of **Premium** may be made based on the amount of **Premium We** would have charged had the **Policyholder** provided such information at the commencement of that **Period of Insurance**, with any difference paid by the **Policyholder** or refunded by **Us**, as the case may be, subject to the application of any minimum **Premium** required.



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About

Aon is a leading provider of risk management services, insurance and reinsurance broking and employee benefit and risk solutions. Aon professionals meet the diverse and varied needs of our clients through our industry knowledge, technical expertise and global resources.

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