

**acs**  
**FINANCIAL**

**ACS Financial Group Personal Accident Protection  
Combined Product Disclosure Statement (PDS) and Policy Wording**

## Introduction

### **This PDS is dated 22 June 2022.**

This document has two parts, a PDS and a Policy Wording.

The PDS only contains general information You need to be aware of before applying for the product and about the policy. It also provides information on important issues such as privacy, how to make a complaint, and who is responsible for issuing the policy.

The second part of the document is the Policy Wording. It sets out details of the cover, applicable terms, conditions, limitations and exclusions.

The PDS and Policy Wording contain important information which You should read carefully before deciding to take out any insurance cover. Any general advice that may be contained within this PDS or accompanying material does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You. You should read this PDS carefully to understand what is or isn't covered, the eligibility criteria, terms, conditions, exclusions and limits of cover. Do not rely on assumptions of what should be covered under this Policy. To understand who this product is generally designed for and who this product is generally not designed for, you can review the Target Market Determination which is available on the Honan Insurance Group Pty Ltd website at [www.honan.com.au](http://www.honan.com.au).

Other documents may form part of Our PDS and Policy Wording and, if they do, We will tell You in the relevant document.

This document is an important document, We recommend that it be kept in a safe place for future reference. Should You require any further information about this or any other product, please contact Honan Insurance Group Pty Ltd.

A supplementary PDS may be issued to You from time to time if there are changes or updates that need to be made to the PDS or Policy Wording.

### **Who underwrites this Policy**

This policy is underwritten by Beazley Syndicates AFB ("Beazley") a participant of Lloyds of London. Beazley are the Insurer of this policy. At times in this document, Beazley may be referred to as "Certain Underwriters at Lloyds".

Address: 22 Bishopsgate, London, EC2N 4BQ

Beazley is authorised by the Australian Prudential Regulation Authority ('APRA') to carry on insurance business in Australia. Beazley does not hold an Australian Financial Services Licence and, save for underwriting any new, altered or renewed Policy administered, issued or otherwise arranged by Honan Insurance Group Pty Ltd, does not provide any licensed financial services (including any claims handling and settlement services in relation to claims made under any Policies issued).

Beazley have authorised the release of this document.

References to:

Us/Our/We mean the Insurer (which is Beazley or may be referred to as "Certain Underwriters at Lloyds"); and You/Your mean the Insured or an Insured Person.

## Information about Honan Insurance Group Pty Ltd

Honan Insurance Group Pty Ltd (“Honan”) (AFS Licence No. 246749) ABN 67 005 372 396 is the binding agent and acts under a binding authority provided by the Insurer to administer and issue policies, alterations and renewals. In all aspects of arranging this Policy, Honan acts as an agent of the Insurer and not as agent for You or any other Insured Person.

Address: Level 9, IBM Centre, 60 City Road, Southbank, VIC 3006  
Phone: (+613) 9947 4333 Fax: (+613) 9947 4300

## About the Policy Cover

This Insurance is entered into by an Organisation, being the “Insured” and provides specified personal accident and illness insurance benefits to select Insured Persons. The Insured Persons who are not the Insured are not party to the contract between Us and the Insured and may not vary or cancel the policy in any way.

There are multiple sections of insurance cover available under this Policy. Information on what is covered and what is excluded (the terms and conditions and exclusions) are shown under each of the sections. Please read the Policy Wording carefully. If You need any advice or if You are unsure whether the Policy will meet Your requirements, please contact Honan.

Throughout the PDS and Policy Wording, certain words are capitalised. These words have special meanings and are included in the section "Definitions and Words with special meanings" in the policy wording. Please refer there for their meaning. Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and as may be in force from time to time.

Insured Persons who are not the Insured have a right to recover their loss in accordance with Section 48 of the Insurance Contracts Act. Section 48 states that Insured Persons have the same obligations in relation to a Claim made by them that the Insured would have to Us (for example, complying with Claims conditions such as subrogation) and may discharge the Insured’s obligations in relation to a loss. We have the same defences to an action by an Insured Person as We would in an action by the Insured.

Where the Policy covers Insured Persons (other than the Insured), the Insured:

1. is not Our agent;
2. acts independently from Us in entering into this insurance to provide cover to Insured Persons; and
3. is not authorised by Us to provide any recommendations or options about the insurance or other financial services to an Insured Person.

Any notices of expiry, variation, avoidance or cancellation will be sent by Us to the Insured. We will not provide any notices in relation to this insurance to the Insured Persons. The Insured is required to notify Insured Persons when this occurs.

## Our Agreement with the Insured

If We accept the application for cover, the Insured and Insured Persons will be insured under this Policy for:

1. loss or damage caused by one or more of the insured events set out in this Policy; and
2. the other Benefits, as set out in this Policy.

This cover will be given on the basis:

1. that the Insured has paid or agreed to pay Us the premium for the cover the Insured selected when cover was requested and which the current Policy Schedule indicates is in force; and
2. of the verbal and/or written information provided by the Insured to Us prior to inception of the Policy.

It is important that the Insured makes sure that the Sum Insured they have selected for each Benefit provides sufficient protection for their needs.

The Insured can select cover from any of the following Benefits included in the Policy:

### **Benefits**

Some or all of the following Benefits may be included in this Policy. The Sum Insured for each is shown in the Policy Schedule. If the Sum Insured shown in the Policy Schedule is \$0.00 for a Benefit, no cover is provided under this Policy for that Benefit. The circumstances under which a Claim is payable for each of these covers is detailed under "Benefits" in the Policy Wording.

Death and Capital Benefits  
Weekly Injury Benefit  
Weekly Sickness Benefit  
Broken / Fractured Bones Benefits  
Student Tutorial Benefit  
Domestic Help Benefit

### **Benefit Limits**

Benefits may be subject to Benefit Limits. Benefit Limits may affect the amount payable in the event of a Claim. If a Benefit Limit is applicable to a Benefit, it will be shown in the Policy Schedule.

### **Age Limitation**

Age limits may apply to this policy. No cover is provided for Insured Persons who are not aged between the minimum and maximum age limits of the Policy at the time of an Event.

1. The maximum age limit is shown in the Policy Schedule against "Maximum Age Limit (sub limits may apply)". If "Maximum Age Limit (sub limits may apply)" is not shown in the Policy Schedule, no maximum age limit applies to the Policy.

2. The minimum age limit is shown in the Policy Schedule against "Minimum Age Limit (sub limits may apply)". If "Minimum Age Limit (sub limits may apply)" is not shown in the Policy Schedule, no minimum age limit applies to the Policy.

Specific age limits may also apply to each Benefit included on this Policy. Please refer to each Benefit for full details.

If applicable, it is shown in the Policy Schedule against "Aggregate Limit of Liability". We may also include an Aggregate Limit of Liability for specific Benefits or Events. If We include a specific Aggregate Limit of Liability for a Benefit or an Event, such limit will be shown in the Policy Schedule. In the event this limit is reached, the amount can be reinstated with Our agreement and payment of the appropriate additional premium (plus any charges).

## Your duty to take reasonable care not to make a misrepresentation

Your application for insurance cover will be treated as if you are applying for a 'consumer insurance contract'. Before the contract of insurance is entered into, you have a legal duty to take reasonable care not to make a misrepresentation to the insurer under the *Insurance Contracts Act 1984* (Cth). It is very important that you comply with your duty, as this may impact on your insurance cover.

A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth.

When you apply for insurance, we will ask you clear and specific questions that are relevant to our decision to insure you. Your answers in response to our questions are important as we use them to determine whether we can provide insurance cover to you, and if so, the terms of the policy and the premium we will charge. This means that when answering our questions, you should respond fully, honestly and accurately.

The duty to take reasonable care not to make a misrepresentation applies anytime you answer Our questions as a part of an initial insurance application, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

We may later investigate the answers you provide to us, for example, when a claim is made.

### Guidance for answering Our questions:

**Important: please ensure that You take care when providing Your answers in response to Our questions in relation to Your insurance application. You should respond fully, honestly and accurately. If You do not, it may affect Your insurance cover.**

### When answering Our questions, please:

- Think carefully about Your responses. If You do not understand the question or require further explanation, please ask Us before responding;
- Make sure Your responses are truthful, accurate and complete answers to every question that We ask You;
- Provide Us with all relevant information in response to Our questions. If You are unsure what information to include, please include it or check with Us, your broker or your professional adviser;
- Do not assume that We will contact anyone else for the information We are asking You for;
- Review each answer You have provided on Your insurance application carefully and make any corrections (if necessary) before submitting it to Us. You are responsible for the answers that You provide Us, even if You have had help in preparing Your application, for example from Your broker, intermediary, advisor or someone else.

Before Your insurance cover starts, please tell Us of any changes that may be required to the answers You have given to Our questions. This may save time as any changes may require further investigation or assessment of the risk.

If, after Your insurance cover starts, You think You may not have complied with Your duty, please contact Us, Your broker or advisor immediately and We will let You know whether it has any impact on Your cover.

We may contact you after You have submitted Your application to clarify or collect any information that You may not have included. The information You provide may be recorded and used by Us in assessing Your application. Your duty to take reasonable care not to make a misrepresentation applies to all types of communication with Us, including written, electronic, online, when speaking with Us in person or on the telephone, or a mix of these.

### **If you do not comply with your duty**

If you do not take reasonable care not to make a misrepresentation, it may have serious consequences for your insurance. If you have failed to comply with your duty, we have certain rights, which may depend on what your insurance offer may have been had you not made a misrepresentation, and whether or not the misrepresentation was fraudulent. We have different actions available to us, for example, we may do one of the following:

- Avoid your insurance cover. This means that your insurance contract and cover will be treated as if it never existed;
- Change the amount of cover, for example the level of cover may be reduced;
- Change the terms of your insurance contract, for example certain events may be excluded from being covered.

This may mean an insurance claim may not be accepted and paid, or the amount or benefit paid may be reduced, or premiums increased.

If we suspect that you may have breached your duty to take reasonable care not to make a misrepresentation, before we exercise any of the actions available to us, we will:

- Explain our reasons why we believe you have breached your duty; and
- Provide you with an opportunity to respond and provide us with further information.

If we decide to make changes to your cover, we will notify you of our decision and provide you with the review process and complaints procedure to follow if you disagree with our decision.

### **If you need help**

It is very important that you understand this information, the questions that we ask you and your duty. If you are having difficulty for any reason, such as a disability, English language, or require further support such as a support person you trust, please contact us so that we may tell you how we may assist in providing additional support.

If you have any questions, please contact us, your broker or advisor.

If any of the information You have provided to Us changes between the date of Your application and the date You enter into the contract of insurance, You must immediately let Us know.

You also have this duty before You extend, change or renew this Policy.

#### **Cooling off**

You have the right to cancel the Policy by notifying Us in writing within 21 days of the date it was issued to You. This period is referred to as the “cooling off period”. However, You cannot cancel the Policy within the cooling off period if You have exercised any right or power under the Policy (e.g. made a claim).

If You cancel the Policy within the cooling off period and You have not made a claim under the Policy during the cooling off period, You will receive a full refund of Your Premium.

After this cooling-off period ends, You still have cancellation rights. Please see the General Terms and Conditions.

## **Privacy**

### **Honan Privacy Statement**

In this Honan Privacy Statement the use of: 'We', 'Us' and 'Our' means Honan Insurance Group Pty Ltd ("Honan").

We are committed to protecting Your privacy. We are bound by the obligations of the Privacy Act 1988 (CTH). This sets out basic standards relating to the collection, use, storage and disclosure of personal information.

We need to collect, use and disclose Your personal information (which may include sensitive information) to consider Your application for insurance and to provide the cover You have chosen, administer the insurance and assess any claim. You can choose not to provide Us with some of the details or all Your personal information, but this may affect Our ability to provide the cover, administer the insurance or assess a claim. In order to provide the cover, administer the insurance and assess and otherwise deal with claims, we will disclose Your personal information to the relevant insurance underwriters.

We may, in the course of providing insurance, disclose personal information to third party organisations (some of which may be outside Australia):

- Reinsurers;
- External valuers and appraisers;
- Loss adjustors and other investigators;
- Professional advisers, such as accountants and lawyers;
- Other organisations that provide services to Honan in relation to the provision of insurance.

To assist Us in providing insurance services to You, We may transfer personal information overseas to third party service providers, including without limitation in Malaysia, Hong Kong, Singapore or the United Kingdom.

The privacy policy contains information on how You may access personal information held by Us and how to seek correction of such information. It also provides information on how You can make a complaint against Us for a breach of the Privacy Act, the Australian Privacy Principles (APPs), or registered APP code(s), if any, that bind Honan.

Honan's privacy policy statement is readily available on our website at [www.honan.com.au/privacy-policy/](http://www.honan.com.au/privacy-policy/)

## **Beazley Privacy Statement**

### **UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You have a right to request access to or correction of your personal information that is in our possession.**

### **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

### **Other issues to consider before taking out this insurance**

Like all insurance contracts, the Policy contains exclusions, terms and conditions, as well as limits and sub-limits that You should be aware of when considering whether to purchase this product.



## **Read the following to understand your cover**

The proposal completed by You has the information on which the Policy terms and conditions have been issued. To understand the type and amount of cover, what can be claimed and what is excluded, the following documents should be read and understood:

- Policy Wording, which tells You what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- Policy schedule of insurance issued by Us and shows the insurance cover issued. It includes any changes, exclusions, terms and conditions made to suit Your individual circumstances and may amend the Policy; and
- Any other written changes advised by Us in writing (such as an Endorsement or a supplementary PDS). These written changes vary or modify the above documents.

Only those Cover Sections shown as insured in the Schedule are insured, if they are not insured, no claim can be made for that cover. This document is also the PDS for any offer of renewal We may make, unless We advise You otherwise. Please keep Your Policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

## **How to apply for insurance cover**

You may need to complete an application form. We will use the information You supply to determine the terms of cover We will provide. The terms of cover are contained in this document and the most recent Schedule, that We issue to You.

## **How to renew this insurance**

Before the expiry date of the Policy, We will send You a notice advising whether We will offer to renew the Policy and on what terms. You should carefully check the information shown on each renewal notice to ensure that the details are correct. We will provide You with a supplementary PDS if any information in the original PDS has changed since the insurance was first taken out.

## **The premium shown on the Policy Schedule**

We consider a number of factors when calculating the Premium for this insurance. They include the number of Insured Persons being insured, the activities undertaken by the members, the level of cover requested and Your previous insurance and claims history.

The cost of the policy comprises the premium, government taxes and charges (including GST, stamp duty and fire services levy), admin and other fees, and commissions. These amounts will be shown on Your Schedule.

The cost of the policy may also be increased or decreased when changes are made to Your Policy or upon renewal. Please note that the cover We provide is subject to the Premium being paid by You. We will provide a premium comparison on renewal showing the changes in state and federal taxes and charges.

## Sanctions clause

The Insurer shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer or their parent or affiliate or ultimate holding company, or reinsurer to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of Australia, the European Union, the United Kingdom or the United States of America.

## Complaints Resolution

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (“the Code”), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd’s has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au). The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers’ compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au)

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Honan in the first instance:

Legal and Compliance  
Honan Insurance Group Pty Ltd  
[compliance@honan.com.au](mailto:compliance@honan.com.au)  
+61 (3) 9947 4333  
Level 9, IBM Centre, 60 City Rd  
Southbank, VIC, 3006

We will acknowledge receipt of Your complaint within one (1) business days of receiving Your complaint and do our utmost to resolve the complaint to Your satisfaction within 10 business days. Honan will seek to resolve any complaint in a fair, efficient and transparent manner.

If we cannot resolve Your complaint to Your satisfaction or we cannot agree on an alternate timeframe, we will escalate Your matter to Lloyd’s Australia who will determine whether it will be reviewed by their office or the Lloyd’s UK Complaints team. Lloyd’s contact details are:

Lloyd’s Australia Limited  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply. Except in the case of a complaint about a declined claim, the value of a claim or about financial hardship, if Honan is able to resolve Your complaint to Your satisfaction within five (5) business days after receiving it, You will not receive a written response to Your complaint unless You have asked for a response in writing. Otherwise, Honan’s decision on Your complaint will be

communicated to You in writing. Honan will keep You updated as Your complaint is investigated and will provide progress updates to You at least every ten (10) business days. You may refer Your complaint to the Australian Financial Complaints Authority (“AFCA”), if Your complaint is not resolved to Your satisfaction within 30 calendar days of the date on which You first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If Your complaint is not eligible for consideration by AFCA, You may be referred to the Financial Ombudsman Service (UK) or You can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to You.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

*Lloyd’s Underwriters’ General Representative in Australia  
Suite 1603  
Level 16  
1 Macquarie Place  
Sydney NSW 2000*

who has authority to accept service on the Underwriters’ behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

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

If the Insured or Insured Person needs to make a Claim, please send a written notice of the Claim to Corporate Services Network (“CSN”) within fifteen (15) consecutive days of the date of the incident occurring or as soon as reasonably possible. Honan does not have authority on behalf of the Insurer to manage Your claim under this policy.

CSN will provide You with a copy of the claim form which will need to be completed to Our reasonable satisfaction and provided to Us as soon as reasonably practicable.

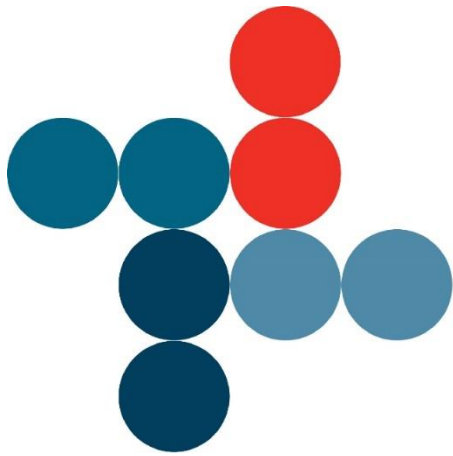
Corporate Services Network (CSN)  
Level 10, 33 York Street  
Sydney, NSW 2000 Australia  
Telephone: +61 (2) 8256 1770

At any time after a Claim has been lodged We may conduct enquiries into the circumstances of the Claim. We may ask for medical examinations or, in the event of death, We may request an autopsy. This will be done at Our expense.

Any payments will be made in Australian (AUD) dollars unless otherwise shown in the Policy Schedule.

Once a payment is made under this Policy, We may attempt to recover the amount We have paid to the Insured or Insured Person if We find someone else is responsible for the loss or damage. We will do this in the name of the Insured or Insured Person as applicable.

Depending on the circumstances of the Claim, an Excess or Deferral Period may apply, or the Insured or Insured Person may be required to contribute to the cost of the Claim.



**acs**  
**FINANCIAL**

**ACS Financial Group Personal Accident Protection Policy**



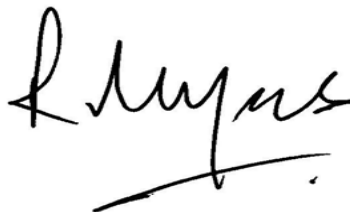
# Lloyd's Policy

---

We, Underwriting Members of the syndicates whose definitive numbers and proportions are shown in the Table attached hereto (hereinafter referred to as 'the Underwriters'), hereby agree, in consideration of the payment to Us by or on behalf of the Assured of the premium specified in the Schedule, to insure against loss, including but not limited to associated expenses specified herein, if any, to the extent and in the manner provided in this Policy.

The Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, and therefore each of the Underwriters (and his Executors and Administrators) shall be liable only for his own share of his syndicate's proportion of any such loss and of any such expenses. The identity of each of the Underwriters and the amount of his share may be ascertained by the Assured or the Assured's representative on application to Lloyd's Policy Signing Office, quoting the Lloyd's Policy Signing Office number and date or reference shown in the Table.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has signed this Policy on behalf of each of Us.



**LLOYD'S POLICY SIGNING OFFICE**  
**General Manager**

If this policy (or any subsequent endorsement) has been produced to you in electronic form, the original document is stored on the Insurer's Market Repository to which your broker has access

---

J(A) Australia NMA2741 (1/1/97) Form approved by Lloyd's Market Association

## INSURING CLAUSE

In consideration of the payment of the premium and subject to all of the provisions of this Policy, the Underwriters (referred to as the Insurer) agree to cover the Insured for disablement caused by Injury to the Insured Person, and Benefits are payable to the Insured Person in the circumstances as set out in the Policy. The cover which applies to the Insured Person and which the Insured selected when they applied for this insurance is referred to in the Schedule which forms part of this Policy.

## DEFINITIONS

The following are definitions applicable to all sections of the Policy

DEFERRAL PERIOD is the period stated in the Schedule during which no Benefits are payable for Temporary, Total or Partial Disablement.

SALARY means

1. Your Guaranteed Income for the twelve (12) months following the Injury;
2. If You have no Guaranteed Income for the twelve (12) months following the Injury, then the average of Your Income (as defined) for the preceding twelve (12) months or over such shorter period provided You have been continuously employed or engaged in Your occupation or business for a period of at least three (3) months.
3. If You do not meet 1 or 2 above, then Your Salary shall be Nil.

GUARANTEED INCOME means Your Income that You can prove or substantiate.

INCOME means

1. If You are an employee, Your gross weekly rate of pay exclusive of bonuses, commission, overtime payments and any allowances;
2. If You are not an employee, Your gross weekly Income derived from personal exertion after deducting any expenses necessarily incurred by You in deriving that Income.

INJURY means bodily Injury resulting from an accident which is an external event that suddenly and unexpectedly occurs to the Insured Person during the Period of Insurance and results in any of the Insured Events specified in the Table of Benefits within twelve (12) calendar months from the date thereof. Injury does not include:

- a. any consequences of an Injury which is ordinarily described as being a disease, including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
- b. an aggravation of a pre-existing Injury;
- c. any other Pre-Existing Condition;
- d. any degenerative condition.

INSURED means the organisation or company named as the Insured in the Schedule.

INSURED PERSON means the person named in the Schedule.

LOSS OF USE means loss of, by physical Severance, or total and Permanent loss of the effective use of the part of the body referred to in the Table of Benefits.

PERIOD OF INSURANCE means the period stated in the Schedule.

PERMANENT in relation to disablement means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

TOTAL DISABLEMENT means disablement which entirely prevents the Insured Person from engaging in their usual occupation or employment, or any other occupation or employment for which the Insured Person is suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of the Insured Person's life.

PRE-EXISTING CONDITION means a condition in respect of which the Insured Person was aware of (whether diagnosed or not) or had sought treatment for prior to the inception of this Policy.

ARRANGEMENT DATE is the date cover was arranged by Us.

SCHEDULE includes any current Schedule or renewal or variation of this Policy.

SEVERENCE means the complete separation and dismemberment of the part of the body.

TEMPORARY PARTIAL DISABLEMENT means disablement which entirely prevents the Insured Person from carrying out a substantial part of the duties normally undertaken by the Insured Person in connection with their usual occupation or employment.

TEMPORARY TOTAL DISABLEMENT means disablement which entirely prevents the Insured Person from engaging in their usual occupation or employment.

CYBER ACT means any unauthorized, malicious or criminal act, or the threat or hoax of any act, involving access to, processing of, use of or operation of any computer system.

CYBER INCIDENT means:

- a. any error or omission involving access to, processing of, use of or operation of any computer system; or
- b. any partial or total unavailability, or failure to access, process, use or operate, any computer system.

INSURER means Certain Underwriters at Lloyd's of London

WE/OUR/US means the Insurer

YOU/YOUR means the Insured or an Insured Person as the context may require



## SCOPE OF COVER

If, as a result solely and directly of Injury, the Insured Person suffers from Temporary Total Disablement or any of the following Insured Events as detailed in the Table of Benefits, We will pay the compensation set out in the Table of Benefits. Please note that all Insured Events including disablement must occur:

- a) Within twelve (12) months of the date of the Injury; and
- b) during the Period of Insurance; and
- c) Whilst the Insured Person meets the eligibility criteria applicable to Insured Persons as at the time of the Insured Event.

## Disappearance

If an Insured Person disappears following the disappearance, sinking or wrecking of any travel conveyance in which they were travelling, which occurred during the Period Of Insurance when they were an Insured Person, and their body has not been found within twelve (12) months after the date of their disappearance, they will be accepted to have suffered Death as a result of Injury, at the time of their disappearance.

## Exposure

If an Insured Person is exposed to the elements as a result of an accident occurring during the Period of Insurance while they are an Insured Person, and they suffer from any of the Insured Events as a direct result of that exposure, they will be accepted to have suffered an Injury on the date of the accident.

## TABLE OF BENEFITS

### INSURED EVENTS

### THE COMPENSATION

being a percentage of the Sum Insured or the Sum Insured stated in the Schedule

Injury resulting directly in:

1. Death	1.	100%
2. a. Permanent Total Disablement – persons 65 years and under	2a.	100%
b. Paraplegia/Quadriplegia – persons 66 years to 79 years	2b.	100%
3. Permanent and incurable paralysis of all limbs	3.	100%
4. Permanent Total Loss of sight of both eyes	4.	100%
5. Permanent Total Loss of sight of one eye	5.	100%
6. Permanent Total Loss of Use of two limbs	6.	100%
7. Permanent Total Loss of Use of one limb	7.	100%
8. Permanent and incurable insanity	8.	100%
9. Permanent Total Loss of hearing in		
a. both ears	9a.	80%
b. one ear	9b.	20%
10. Permanent Total Loss of four fingers and thumb of either hand	10.	80%
11. Permanent Total Loss of the lens of one eye	11.	60%
12. Permanent Total Loss of Use of four fingers of either hand	12.	50%
13. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	13.	50%
14. Permanent Total Loss of Use of one thumb of either hand		
a. both joints	14a.	30%
b. one joint	14b.	15%
15. Permanent Total Loss of Use of fingers of either hand		

a.	three joints	15a.	10%
b.	two joints	15b.	7.5%
c.	one joint	15c.	5%
16.	Permanent Total Loss of Use of toes of either foot		
a.	all - one foot	16a.	15%
b.	great - both joints	16b.	5%
c.	great – one joint	16c.	3%
d.	other than great, each toe	16d.	1%
17.	Fractured leg or patella with established non-union	17.	10%
18.	Shortening of leg by at least 5cm	18.	7.5%
19.	Permanent Total Disablement not otherwise provided for under Insured Events 9 to 18 inclusive (available only to persons sixty-five (65) years and under)	19.	Such percentage of the Sum Insured as We shall in Our absolute discretion determine and being in Our opinion not inconsistent with the compensations provided under Insured Events 9 to 18 inclusive. The maximum amount payable is fifty thousand (\$50,000) dollars.
20.	Temporary Total Disablement caused directly and solely by Injury	20.	During such Disablement, the Weekly compensation as specified or 85% of the Insured Person’s Salary as defined whichever is the lesser.

**TABLE OF BENEFITS CONTINUED**

**INSURED EVENTS**

**THE COMPENSATION**

**being a percentage of the Sum Insured or the Sum Insured stated in the Schedule**

- 21. Temporary Partial Disablement caused directly and solely by Injury
- 22. Broken Bone Benefits caused directly and solely by Injury
  - a. Neck or spine (full break)
  - b. Hip, pelvis
  - c. Skull, shoulder blade
  - d. Collar bone, upper leg
  - e. Upper arm, kneecap, forearm, elbow
  - f. Lower leg, jaw, wrist, cheek, ankle, hand, foot
  - g. Ribs
  - h. Finger, thumb, toe

- 21. 40% of the amount payable for Insured Event 20.
- 22a \$2,000
- 22b \$500
- 22c. \$200
- 22d. \$200
- 22e. \$150
- 22f. \$100
- 22g. \$100
- 22h. \$50

Maximum compensation any one accident

- 23. Non-Medicare Medical Expenses  
 If an Insured Person suffers an Injury during the Period of Insurance and whilst engaged on authorized activities, We will pay the cost of the following expenses, provided they are incurred within twelve (12) months of the date of the Injury, being expenses paid to a legally qualified medical practitioner, nurse, hospital or ambulance service for medical, surgical, x-ray, hospital or nursing treatment, including the cost of medical supplies and ambulance hire, but excluding the cost of dental treatment unless such treatment is necessarily incurred to teeth (excluding dentures) and is caused by Injury, provided that We shall not make any refund in respect of:
  - a. any expenses recoverable by the Insured Person from any other source except for the excess of the amount recoverable from such other source.
  - b. the rendering in Australia of a professional service for which Medicare benefit is, or would but for subsection 18(4) of the Health Insurance Act be payable.
  - c. any expenses to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made thereunder apply.

- 23. Compensation for medical expenses shall be limited to 85% of expenses incurred to a maximum of one thousand (\$1,000) dollars and We will not be liable for the first fifty (\$50) dollars of each and every claim.

Non-Income Earners can choose a benefit under either Event 24 or Event 25:

- 24. Student Tutorial Benefits  
 If a student who is an Insured Person not in receipt of pre-disability earnings is entitled to reimbursement of student tutorial fees under Temporary Total Disablement Event 20 provided that:
  - a. such fees are paid to a professionally qualified tutor who continues teaching the student during the period in disability;
  - b. such fees must be certified by a legally qualified medical practitioner.

- 24. The compensation payable for student tutorial benefits shall be limited to five hundred (\$500) dollars per week payable for an aggregate period of twenty-six (26) weeks.

## TABLE OF BENEFITS CONTINUED

### INSURED EVENTS

25. Domestic Help  
Insured Persons not in receipt of pre-disability earnings will be paid under Temporary Total Disablement Event 20 for the cost of hiring domestic help and/or child-minding services reasonably and necessarily incurred provided that:
- a. Such child-minding services and domestic help are carried out by persons other than members of the Insured Person's family or other relatives or person's permanently living with the Insured Person.
  - b. Such child-minding services and domestic help is certified by a legally qualified medical practitioner as being necessary for the recovery of the Insured Person payable from the 8th day of treatment by a legally qualified medical practitioner.

### THE COMPENSATION

being a percentage of the Sum Insured or the Sum Insured stated in the Schedule

25. The compensation payable for emergency home help shall be limited to five hundred (\$500) dollars per week payable for an aggregate period of twenty-six (26) weeks.

An Example of a claim under Death & Capital Benefits, Events 1-19:

If an Insured Person selected \$100,000 sum insured for Death & Capital Benefits Events 1-19 and suffered an Injury resulting directly in death (Insured Event 1) the benefit received would be 100% of the Sum Insured, equalling \$100,000.

Should an Insured Person suffer an Injury resulting in Permanent total loss of four fingers and thumb of either hand (Insured Event 10), the benefit received would be 80% of the Sum Insured, equalling \$80,000.

## **GENERAL CONDITIONS AND LIMITATIONS**

If an Insured Person does not comply with the following conditions, We may, to the extent permitted by law, refuse to pay or reduce any claim made by them.

### **1. Aggregate Limit of Liability**

- (a) Except as provided in clause 1(b) below, Our total liability for all claims by Insured Persons arising under the Insured's Policy during any one (1) Policy Period shall not exceed the amount of ten (10) million dollars.
- (b) Our total liability for all claims by Insured Persons arising under the Insured's Policy during any Policy Period relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes shall not exceed the amount of ten (10) million dollars.

### **2. Notice of Claim**

Written notice of any claim must be given to Corporate Services Network within thirty (30) days after the occurrence of any event covered by the Policy, or as soon as is reasonably possible. Notice given by or on an Insured Person's behalf to Us at Our office in which the Policy is issued, with information sufficient to identify the Insured Person shall be deemed notice to Us.

### **3. Claim Forms**

We will, upon receipt of a notice of claim, supply to the claimant appropriate forms to enable proof of loss to be made. If such forms are not supplied by Us within fifteen (15) days after notice of claim is given, the claimant shall be accepted to have complied with the requirement of the following Proof of Loss condition, upon submitting, within the time fixed in the that condition, written proofs covering the occurrence, the character and the extent of the loss for which the claim is made.

### **4. Proof of Loss**

Written proof of loss must be provided to Us within ninety (90) days after the date of such loss. Failure to provide such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, if such proof is later provided as soon as is reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

### **5. Policy Renewal**

This Policy may be renewed with Our consent from term to term, by payment of the premium in advance at Our premium rate in force at the time of renewal.

### **6. Time of the Payment of Claim**

Compensation payable under the Policy for any loss will be paid immediately upon receipt of due written proof of loss, subject to the conditions and definitions contained within this Policy.

## **7. Physical Examinations and Autopsy**

We have a right to:

- (a) have an Insured Person medically examined at Our expense, when and as often as We may reasonably require after an Insured Person has submitted a claim under the Policy; and
- (b) reasonably request an autopsy in case of death where autopsy is not forbidden by Law.

## **8. Subrogation**

In the event of any payment under this Policy, We will be subrogated to any rights of recovery of the Insured Person and/or the person to whom We have paid the claim may have. Such persons will execute all documents required by Us and will do everything necessary to secure and preserve such rights including the execution of any documents necessary to enable Us effectively to bring suit in their name.

## **9. Recoveries**

In the event of any payment under the Policy, all recoveries, minus the actual cost to Us of that recovery, will be distributed firstly to Us for all amounts paid by Us under the Policy and any remainder will be paid to the person entitled to claim.

## **10. Action Against Us**

No suit, action or proceeding for recovery of any loss under the Policy will be sustainable in any court of law, equity or other tribunal unless all the requirements of the Policy are complied with and it is commenced within twelve (12) months after a proof of loss has been filed with Us by the person entitled to claim.

## **11. Severability, Construction, and Conformance to Statute**

- (i) If any provision contained in the Policy is, for any reason, held to be invalid, illegal or unenforceable, it will be interpreted in such a way so as to be valid, legal, and enforceable to the extent compatible with applicable law or if that is not possible, severed without invalidating the remainder of the Policy.
- (ii) Any provisions of the Policy which are in conflict with the statutes or regulations of the state or country in which the Policy is issued are amended or severed so as to conform with those statutes or regulations.

## **12. Changes**

Notice to any representative of Us or knowledge possessed by any representative or by any person will not create a waiver or a change in any part of the Policy or stop Us from asserting any right under the terms of the Policy, nor will the terms, conditions and exclusions of the Policy be waived or changed unless agreed to in writing by Us.

### 13. Law and Jurisdiction

This policy shall be governed and construed in accordance with the laws of Australia. Any dispute under this policy shall be resolved in accordance with the laws of Australia.

### 14. Premium payment clause

The Insured undertakes that premium will be paid in full to Us within 30 days of inception of this Policy (or, in respect of instalment premiums, when due).

If the premium due under this Policy has not been so paid to Us by the 31<sup>st</sup> day from the inception of this Policy (and, in respect of instalment premiums, by the date they are due) We shall have the right to cancel this Policy by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Us on a pro rata basis for the period that We are on risk but the full policy premium shall be payable to Us in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.

It is agreed that We shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full to Us before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

### 15. Cancellation

The Policy may be terminated at any time at the request of the Insured in which case We will retain Our short period rate premium for the time the Policy has been in force. Cancellation by the Insured will be effective when We receive the Insured's request.

We may cancel the Policy at any time subject to Sections 59 and 60 of the Insurance Contracts Act 1984, including where the Insured has:

- (a) (i) made a misrepresentation to Us before the Policy was entered into;
- (ii) failed to comply with the Duty of Disclosure;
- (iii) failed to comply with a provision of the Policy including failure to pay the premium;
- (iv) made a fraudulent claim under the Policy or any other Policy during the time the Policy has been in effect;
- (v) failed to notify Us of a specific act or omission as required by the Policy; or
- (vi) failed to tell Us about any changes in the circumstances of the risk during the Period of Insurance.

- (b) If We cancel the Policy, We will advise the Insured in writing and cancellation will take effect at whatever is the earlier of the following times:
- (i) when another contract of insurance is taken out by the Insured to replace the Policy, or
  - (ii) at 4.00p.m. Eastern Standard Time of the third business day after the day on which notice was given to the Insured or such later time as We may specify in the notice.

After cancellation and subject to the cooling off period rights We will keep the premium for the period that the Policy was in force and We will return to the Insured the premium for the period from the date the Policy was cancelled to the expiry date of the Policy less an administration charge not exceeding \$250.00.

#### **16. Additional Inspection Condition**

Such records of the Insured, Insured Person or any person covered by the Policy as may have a bearing on this insurance shall be open for inspection by Us at any reasonable time.

#### **17. Tax or Imposts**

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

#### **18. Currency**

All amounts shown in the Policy are in Australian Dollars (AUD).

#### **19. Fraudulent Claims**

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured Person or anyone acting on the Insured Person's behalf to obtain any benefit under this Policy, or if any loss hereunder is occasioned by the willful act or with the connivance of the Insured Person, We shall, without prejudice to any other right(s) We may have under this Policy, be entitled to refuse to pay such claim.

#### **20. Cyber Affirmation**

Any benefits for Injury caused by or arising out of a Cyber Act or a Cyber Incident are payable, subject to other terms, conditions, limitations and exclusions of this Policy.

#### **21. Sanctions**

No Insurer shall be deemed to provide cover, and no Insurer shall be liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.



## EXCLUSIONS

No compensations are payable under this Policy for any accident or Insured Event resulting from Injury which:

1. results from the Insured Person engaging in air travel except as a passenger in any properly licensed aircraft;
2. occurs as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
3. results from the Insured Person engaging in or taking part in naval, military or air force service operations;
4. results from the Insured Person being under the influence of alcohol or an illegal drug or there is more alcohol or drugs in their blood than the law permits;
5. results from the Insured Person engaging in or taking part in or training for professional sports of any kind;
6. occurs as a result of the use, existence or escape of nuclear weapons material or nuclear radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
7. is deliberately self-inflicted or caused by the Insured Person, including suicide or attempted suicide whether sane, insane or under any mental distress;
8. is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection.
9. results from the Insured Person directly or indirectly suffering from stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder;
10. results from a criminal or illegal act committed by the Insured Person;
11. results from any Pre-Existing Condition;
12. results from losses arising from nuclear, chemical or biological terrorism;  
terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:
  - a. influence a government or any political division within it for any purpose, and/or
  - b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose;
13. is attributable wholly or partly to childbirth or pregnancy or the complications of these;
14. results from any code of football;
15. the Insured Person receives sick leave payments in respect of;
16. results from racing and/or time trials of any form, other than on foot.



One Lime Street London EC3M 7HA

---