

# Group Personal Accident & Sickness Insurance Policy

Product Disclosure Statement & Policy Wording

This Policy Wording & PDS is dated 15<sup>th</sup> December 2009 ( ref: JLT-Beazley GPAS V4 )



Distinctive. Choice.



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# Product Disclosure Statement (PDS)

## Group Personal Accident & Sickness Insurance

### The Purpose of this PDS

This Product Disclosure Statement (PDS) contains important information as required under the Corporations Act 2001 (Cth) and has been prepared to assist you to:

- Decide whether this product will meet your needs; and
- Compare this product with any other products you may be considering.

This PDS sets out significant benefits and risks of the policy. It is designed to help you decide if the cover is right for you. Any advice is general and does not take into account your individual needs and circumstances. For full details of the benefits, limitations, exclusions, terms and conditions you should read the insurance policy document carefully.

### The Issuer

This product is administered by Jardine Lloyd Thompson Pty Ltd (JLT) (ABN 69 009 098 864) (AFS licence No. 226827) of Level 11, 66 Clarence Street Sydney NSW 2000 as cover holder under an authority from various underwriters at Lloyd's of London ("the Insurer"), who underwrite the policy. In arranging this insurance JLT is acting as cover holder under a binder agreement and as an agent of the Insurer.

### Cooling –Off Period

We will refund all premium for cover under the insurance policy if you request cancellation of the insurance policy within 21 days of its commencement. To do this you must advise us in writing and return the policy and the Certificate. You will not receive a refund if you have made a claim under the insurance policy during the cooling off period.

### Privacy

JLT is committed to the protection of your privacy and is bound by the National Privacy Principles for the handling of your information.

JLT's Privacy Policy can be examined by accessing our website (<http://www.jlta.com.au/>) or by obtaining a copy from the JLT Privacy Officer (at Jardine Lloyd Thompson Pty Ltd, 66 Clarence Street, Sydney, NSW, 2000 or on telephone number (02) 9290 8000).

### Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. The same duty arises on renewal, extension, reinstatement - or variation of the policy. The disclosure required is especially important in matters relating to the physical risk, past claims, cancellation of insurance covers, the imposition of increased premiums, insolvency or criminal convictions. Disclosure is not limited to specific questions in a proposal or matters applying to the insured named in the policy but includes other relevant matters including past business or businesses or private insurances. If you breach the duty, even innocently, the insurer may be able to reduce its liability in respect of a claim or may cancel the contract. If the non-disclosure is fraudulent the insurer may also have the option of avoiding the policy from inception.

## How to apply for this insurance

When you apply for insurance you will need to give us information about you and your circumstances.

The information we need will be contained in the application form that is available on our website [www.biswa.com.au](http://www.biswa.com.au) or as sent to you.

If your application is accepted, and when payment has been received, we will issue you with a certificate of insurance and policy schedule confirming the cover that is in place.

## How to make a claim

In the event of a claim arising immediate notice should be given to Jardine Lloyd Thompson Pty Ltd.

## Taxation

Premiums may be tax deductible where you purchase your insurance policy for business purposes.

This tax information is a general statement only. See your tax adviser for information about your personal circumstances.

## Excesses

An excess period applies to this insurance. The excess period is the period (of consecutive days) stated in the Certificate during which no benefits are payable for Temporary Total or Partial Disablement, commencing on the day medical treatment is sought for Injury or Sickness.

An excess period of 7 days will apply to Injury and Sickness claims. An excess period of 28 days will apply to sporting injury claims (unless stated otherwise in the Certificate of Insurance).

## Significant Benefits and Features of the Insurance Policy

- Can cover all employees of the Insured Company.
- Provides cover for Injury and Sickness 24 hours a day.
- Includes lump sum and weekly death and disablement benefits as a result of Injury.
- Includes weekly disablement benefits as a result of Sickness
- Includes lump sum and weekly benefits for disablement and/or Sickness as a result of exposure to the elements as a result of an Injury.
- Includes cover for disappearance.
- Provides rehabilitation and return to work assistance.
- Provides escalation benefits in respect of disablement, where a Temporary Total Disablement Benefit has been paid continuously for 12 months.
- Covers funeral expenses and associated costs limited to \$10,000 where an Insured person dies as a result of an Injury.
- Emergency Transport Expenses for the Insured Person or immediate direct family members (wife or husband, including de facto, dependant children under 16 years of age or full time students under 25 years of age) for serious injury or sickness necessitating emergency medical care limited to \$5,000.
- Benefits are payable for period a maximum period of 104 weeks, as specified in the policy Certificate.

## Significant Risks / Exclusions

Claims may be refused in certain circumstances. Refer to the policy wording for full details of terms, conditions and exclusions.

No Benefits are payable where Injury or Sickness;

- is deliberately self inflicted or intentionally caused by the Insured Person.
- is caused by the Insured Person being under the influence of intoxicating liquor or drugs.
- results from a criminal act committed by the Insured Person or a beneficiary of their benefits under this insurance.
- occurs as a result of war or warlike operations, terrorism or revolution.
- occurs as a result of the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel
- results from engaging in air travel or aerial activities except as a passenger in a properly licensed aircraft.
- results from engaging in, taking part, or training for sports as a professional (where the majority of the person's income is derived directly or indirectly from the sport).
- is a sexually transmitted disease , A.I.D.S or H.I.V infection
- results in any condition such as neurosis, psycho-neurosis, mental, emotional, stress, depression or anxiety condition disease or disorder or similar condition or any condition which is a consequence of the treatment of these conditions, unless the person is being treated by or has been referred to an appropriate specialist.
- is attributable to childbirth or pregnancy or the complications of these.
- is a Pre-Existing Condition.

Weekly benefits will be reduced by any other benefits or compensation the Insured person is entitled to receive or entitled to claim for lost income from any other source as a result of the same condition.

No Weekly Benefits shall be payable;

- if the Insured Person does not actively and continuously pursue all benefits or compensation from all other sources, except sick leave entitlements as detailed in the next point below:
- for the period the Insured Person receives sick leave payments by the employer
- for disablement during the Excess Period stated in the Certificate.

Benefits shall cease to be paid to an Insured Person if that Insured Person;

- accepts early retirement or voluntary redundancy except if it is a direct consequence of disablement which is a current accepted claim.
- reaches normal retirement age or age 70 whichever is the earlier.

Cover under the Insurance will cease in respect of an Insured Person if;

- they retire or stop actively seeking work
- they terminate the relationship with the Insured which made them eligible for cover under this insurance
- they die
- they reach age 70.

Emergency Transport Expense does not provide cover for ambulance expenses incurred in the Commonwealth of Australia or for any other expenses if prevented by the Health Act or similar legislation.

## Overdue Premium

The premium for this insurance must be paid within 30 days from the due date otherwise the Policy may not operate.

## Costs

The premium payable by you will be shown on the Certificate. It takes into consideration the number of employees to be covered and amount of wages payable. Wages includes all penalty payments, overtime, commission, all allowances (eg. site, tools, etc.) as well as superannuation, redundancy costs and the like.

Premiums are subject to Commonwealth and State taxes and/or charges where applicable. They can include Goods and Services Tax, Stamp Duty, and any other charges that we advise you. We will tell you when they apply.

## The General Insurance Code of Practice:

The Insurance Council of Australia has developed a General Insurance Code of Practice, to which Lloyd's Australia Ltd is a signatory. The General Insurance Code of Practice aims to raise the standards of practice and service in the insurance industry and includes many standards in relation to:

1. buying insurance
2. insurance claims
3. responding to catastrophes and disasters
4. information and education
5. complaints handling procedures
6. code monitoring and enforcement

You can obtain a copy of the Code from our branch or by going to the website at:

<http://www.codeofpractice.com.au>

## Dispute Resolution

### About Lloyd's

Since the late seventeenth century, the name Lloyd's has been synonymous with insurance. Many of the world's leading underwriters are based at Lloyd's. The market is internationally renowned and has an impeccable claims record.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia, and strives to comply with the agreement it has made under the General Insurance Code of Practice.

Lloyd's aim is to provide the highest service to its Australian policyholders and, to this end, has developed the following procedures for the fair handling of complaints from Lloyd's policyholders.

## Dispute Resolution

There are established procedures for dealing with complaints and disputes regarding your policy or claim. All policyholders can take advantage of the complaints service.

### Step 1

Any enquiry or complaint relating this policy or claim under it should be addressed to JLT as Lloyd's insurance intermediary (the coverholder) in the first instance – in most cases this will resolve your grievance.

We will respond to your complaint within 15 business days provided we have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, we will agree to reasonable alternative timeframes with you. You will also be kept informed of the progress of your complaint.

### Step 2

In the unlikely event that this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should contact:

**Lloyd's Australia Limited  
Suite 2, Level 21 Angel Place  
123 Pitt Street, Sydney NSW 2000  
Telephone: (02) 9223 1433  
Facsimile: (02) 9223 1466**

Please call Lloyd's first to discuss your dispute, however Lloyd's may ask you to confirm the details of your dispute in writing.

Depending on the nature of your dispute, you may be referred to an alternative complaints scheme for resolution at this point.

When you lodge your dispute with Lloyd's, Lloyd's will usually require the following information:

- Name, address and telephone number of the policyholder
- The type of insurance policy involved (household, motor, etc)
- Details of the policy concerned (policy and/or claim reference numbers, etc)
- Name and address of the agent through whom the policy was obtained
- Details of the reasons for lodging the complaint
- Copies of any supporting documentation you believe may assist us in addressing your complaint appropriately

#### **How long will the Step 2 process take?**

Your dispute will be acknowledged in writing within 5 working days of receipt, and will be reviewed by a person with appropriate authority to deal with the dispute.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases you will receive a full written response to your complaint dispute within 15 working days of receipt.

If your dispute cannot be finalised within that time, Lloyd's will continue to work on it and Lloyd's will regularly advise you of its progress.

Lloyd's investigation will include discussions with the various parties involved and a review of all papers and documentation relating to the dispute where appropriate.

### Step 3

If your dispute is not resolved in a manner satisfactory to you, Lloyd's will then provide you with details about the Financial Ombudsman Service Limited (FOS), which is an independent body that operates nationally in Australia and aims to resolve disputes between policyholders and their insurers.

Disputes relating to domestic and some small business general insurance policies can be reviewed under the Financial Ombudsman Service if they remain unresolved following the procedures as outlined in this leaflet.

Your complaint must be referred to the FOS within 2 years of the date of Lloyd's written decision.

If your dispute does not relate to a personal/domestic or small business policy, there may be other avenues of resolution available to you, and we will advise you of these at this time if appropriate.

#### **How much will this procedure cost you?**

This service is free of charge to policyholders.

### How to Contact Us

If you have any questions or would like further information about this policy or the PDS you may contact your local Jardine Lloyd Thompson Pty Ltd office, or alternatively by writing to us at the following address:

Jardine Lloyd Thompson  
Level 11, 66 Clarence Street  
Sydney NSW 2000

# Group Personal Accident & Sickness Insurance Policy

## Extent of Cover

This Insurance applies to the Insured Persons named or described in the Certificate and is limited to activities that fall within the Scope of Cover detailed in the Certificate and not otherwise specifically excluded.

If, as a result solely and directly of:

1. Injury, the Insured Person suffers Temporary Total Disablement or Temporary Partial Disablement or any of the Conditions set out in the Table of Conditions; or
2. Sickness, the Insured Person suffers Temporary Total Disablement or Temporary Partial Disablement;

the Underwriters will pay the Benefit set out. However, Disablement must occur within twelve (12) months of the date of the accident giving rise to the Injury or of the date the Sickness first declared itself (as the case may be).

## Table of Conditions

THE CONDITION	THE BENEFIT
<b>Section A. Weekly Benefits</b>	
1.1 Temporary Total Disablement caused directly and solely by Injury	For each week of Total Disablement, the Weekly Benefit stated in the Schedule or the percentage of the Insured Person's Earnings stated in the Schedule (whichever is the lesser) payable for up to the maximum benefit period stated in the Schedule.
1.2 Temporary Total Disablement caused directly and solely by Sickness	For each week of Total Disablement, the Weekly Benefit stated in the Schedule or the percentage of the Insured Person's Earnings stated in the Schedule (whichever is the lesser) payable for up to the maximum benefit period stated in the Schedule.
2. Temporary Partial Disablement caused directly and solely by Injury or Sickness	For each week of Partial Disablement, the difference between the Insured Person's Temporary Total Disablement Benefit as stated in Section A 1.1 or 1.2 above and the amount the Insured Person is earning as a direct result of Temporary Partial Disablement, payable up to the maximum benefit period stated in the Schedule when combined with any benefit paid for the same condition under Section A.I.1 or 1.2 above.

**Section B. Lump Sum Benefits**

As a result of Injury Only

The percentage of Lump Sum Insured stated in the Certificate as indicated hereon

1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable paralysis of all limbs.	100%
4. Permanent Total Loss of sight of both eyes	100%
5. Permanent Total Loss of sight of one eye.	100%
6. Permanent Total Loss of use of two limbs.	100%
7. Permanent Total Loss of use of one limb.	100%
8. Permanent and incurable insanity.	100%
9. Permanent Total Loss of hearing in	
(a) both ears	80%
(b) one ear	20%
10. Permanent Total loss of the lens of one eye.	60%
11. Permanent Total Loss of four fingers and thumb of either hand.	70%
12. Permanent Total Loss of four fingers of either hand	50%
13. Permanent Total Loss of use of one thumb of either hand	
(a) both joints	30%
(b) one joint	15%
14. Permanent Total Loss of use of fingers of either hand	
(a) three joints	10%
(b) two joints	7.5%
(c) one joint	5%
15. Permanent Total Loss of use of toes of either foot	
(a) all -one foot	15%
(b) great -both joints	5%
(c) great -one joint	3%
(d) other than great, each one	1%
16. Fractured leg or patella with established non-union	10%
17. Shortening of leg by at least 5cm	7.5%
18. Fracture of the neck or spine	2%
19. Fractured hip or pelvis	1.5%
20. Fractured skull or shoulder blade	0.6%
21. Fractured collar bone or upper leg	0.5%
22. Fractured upper arm, kneecap, forearm, or elbow	0.5%
23. Fractured lower leg, jaw, wrist, cheek, ankle, hand or foot	0.2%
24. Fractured ribs	0.2%
25. Fractured finger, thumb or toe	0.15%

## Additional Benefits

### 1. Exposure

If as a result of an Injury occurring during the Period of Insurance the Insured Person is exposed to the elements and suffers from any of the Conditions set out in the Table of Conditions as a direct result of that exposure, the Underwriters will pay Benefits accordingly.

### 2. Disappearance

If during the Period of Insurance, the Insured Person disappears following the disappearance, sinking or wrecking of a conveyance in which the Insured Person was travelling and the body has not been found within one (1) year after the date of disappearance, the Underwriters will pay a Benefit on the assumption that the Insured Person died as a result of an Injury at the time of the disappearance, sinking wrecking of the conveyance.

### 3. Rehabilitation and Return to Work Assistance

In the event of Temporary Total Disablement or Temporary Partial Disablement as a result of an Injury or Sickness, assistance is available in such areas as arranging counselling, advice from an approved vocational school, a family counsellor, professional assistance, necessary special equipment or treatment or modifications to the home or workplace. Such expense must be as a direct result of the Injury or the Sickness, not recoverable from any other source, have the prior approval by the Underwriters and be deemed necessary to aid the return to work by the treating medical practitioner or the professional rehabilitation coordinator.

This Benefit on any one claim is limited to the lesser of the expected Temporary Total Disablement, Temporary Partial Disablement claim amount or \$25,000 and is intended to top-up the Insured's Sponsored Rehabilitation Program or provide assistance for items deemed necessary but not provided for in the Insured's Sponsored Rehabilitation Program.

### 4. Escalation Benefit

Whenever a Temporary Total Disablement Benefit has been paid continuously for 12 months, the weekly benefit will be increased from the expiration of the fifty-second week for as long as the benefit continues to be payable (up to a total maximum period of 104 weeks) without interruption by whichever is the lesser of:

4.1. 5%

4.2. The percentage by which the index figure of the Consumer Price Index (CPI), weighted average of eight Australian capital cities combined, last published by the Australian Bureau of Statistics exceed the figure so published one year previously. If the Consumer Price Index is negative, no increase in the weekly benefit will apply.

### 5. Funeral Expenses

If as a result of an Injury occurring during the Period of Insurance the Insured Person dies, the Underwriters will pay the actual cost of an Insured Person's funeral including where necessary the cost of returning the Insured Person's body or ashes to his/her home town or \$10,000 whichever is the lesser.

## 6. Emergency Transport Expense

*(Reimbursement of ambulance expenses incurred in the Commonwealth of Australia would normally be prevented by the Health Act or similar legislation.)*

If an Insured Person and or/or his/her immediate direct family, defined as, wife or husband (including de-facto), dependant children under 16 years of age or full time students under 25 years of age, during the Period of insurance, suffers a serious Injury or Sickness necessitating emergency medical care, the Underwriters will pay, to a maximum benefit of \$5,000, the cost of emergency transport to the nearest medical facility, provided the cost of such transport is not recoverable by any other means or is not in breach of any Health Act or legislation preventing the Underwriters paying these costs.

## 7. Takeover Provisions

With respect to Insured Persons who are covered by this Insurance on the commencement date of the Period of insurance and were covered at expiry under the insurance policy that this policy replaces, cover is hereby extended to include any Pre-Existing Conditions (other than any condition which has a terminal diagnosis) which would have been covered under the previous insurance. This provision has the effect of altering this policy's definition of Pre-Existing Condition and Exclusion 11 which may otherwise have applied.

## Exclusions

No Benefits are payable under this Insurance for any Conditions resulting from Injury or Sickness which:

1. is deliberately self-inflicted or intentionally caused by the Insured Person;
2. is caused by the Insured Person being under the influence of intoxicating liquor or of a drug, other than a drug taken or administered by or in accordance with the advice of a duly qualified medical practitioner;
3. results from a criminal act committed by the Insured Person or a beneficiary of their benefits under this Insurance;
4. occurs as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection or military or usurped power;
5. occurs as a result of the use, existence or escape of nuclear weapons materials or ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
6. results from engaging in air travel or aerial activities except as a passenger in any properly licensed aircraft;
7. results from engaging in or taking part in or training for sports as a professional (where the majority of the person's income is derived directly or indirectly from the sport);
8. is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) Disease or Human Immunodeficiency Virus (H.I.V.) infection;
9. is a neurosis, psycho-neurosis, psychosis, mental, emotional, stress, depression or anxiety condition disease or disorder or any condition which is a consequence of the treatment of any of these conditions; unless the Insured Person is being treated by or has been referred to a psychiatrist, psychologist or similar specialist;
10. is attributable wholly or partly to childbirth or pregnancy or the complications of these;
11. is a Pre-Existing Condition as herein defined.

## General Conditions

1. No Benefits are payable unless as soon as possible after the happening of any Injury or Sickness the Insured Person obtains, follows and continues to follow medical advice from a qualified medical practitioner. Benefit Payments will cease if the Insured Person stops following medical advice or refuses or delays medical treatment (other than experimental treatment), which in the opinion of an independent medical practitioner could reduce the period of disablement.
2. All Weekly Benefits shall be paid monthly in arrears.
3. All Benefits shall be paid to the Insured Person or to their legal personal representative.
4. The Underwriters will pay one-seventh (1/7th) of the Weekly Benefit for each day of Disablement.
5. Weekly Benefits will be reduced by any other benefits or compensation the Insured Person is entitled to receive or entitled to claim for lost income (whether a periodical payment, lump sum or otherwise but not including any payment in respect of pain and suffering) from any other source as a result of the same condition. If the Insured Person surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or in part), the total amount of benefits under this Insurance will reduce by the amount of payment to which the Insured Person would have been entitled or had the right to claim. Benefits or entitlements received from other sources after Weekly Benefits have been paid under this Insurance must be refunded by the Insured Person to the Underwriters.
6. No Weekly Benefits will be paid if the Insured Person does not actively and continuously pursue all benefits or compensation from all other sources except sick leave entitlements as detailed below.
7. No Weekly Benefits will be paid for the period the Insured Person receives sick leave payments by their employer. The Insured Person is not required to exhaust all sick leave entitlements prior to claiming under this insurance.
8. No Weekly Benefits shall be payable for Disablement during the Excess Period stated in the Certificate.
9. Benefits shall not be payable for more than one of the Conditions B1 to B 17 in respect of the same Condition, in which case the highest Benefits will be payable.
10. Any Benefits payable for Conditions B1 to B17 shall be reduced by any sum already paid for Condition A1 or A2 in respect of the same Injury.
11. In the event of a claim arising under this Insurance immediate notice should be given to Jardine Lloyd Thompson Pty Ltd.

Upon receipt of a notice of claim, the Underwriters shall provide the usual claim form for completion. The Underwriters shall not be liable to make any payment under this Insurance unless the claim form is properly completed and all information reasonably required by the Underwriters has been furnished at the expense of the Insured Person.

12. If the Insured Person suffers a recurrence of an Injury or Sickness while this Insurance is still in force for which they have claimed Temporary Total Disablement benefits, the recurrence shall be treated as the same claim unless there has been a period exceeding 6 months since they were last disabled and unable to attend their usual occupation, business or duties.
13. The Underwriters may at their own expense conduct any medical examination or examinations or arrange for an autopsy to be carried out.
14. **Aggregate Limit of Liability.** The total liability for all claims arising under this Insurance from anyone event during the Period Of Insurance shall not exceed the Aggregate Limit of Liability stated in the Certificate. In the event that claims made under this Insurance exceed the Aggregate Limit of Liability, then the amount by which claims exceed this limit will be proportionally reduced.

15. The Underwriters may cancel the cover under this Insurance for an individual Insured Person in any of the circumstances set out in the Insurance Contracts Act 1984. If cancelled by the Underwriters, they shall return a pro rata portion of premium in respect of the unexpired period of the Insurance.
16. The Insured may cancel the cover under this insurance by giving written notice to Jardine Lloyd Thompson Pty Ltd. If cancelled by the Insured a return of premiums shall be calculated at Short Period Rates, unless there has been a claim under this insurance in which case a return of premium shall be at the discretion of the Underwriters.
17. Cover under this Insurance will cease in respect of an Insured Person if:
  - (a) their premium payment is not made within 30 days from the date due other than as a result of inadvertent error on the part of the Insured;
  - (b) they are paid Weekly Benefits for the maximum period stated in the Certificate or 100% of the Lump Sum Insured Benefit
  - (c) the Insured Person retires or stops actively seeking work;
  - (d) the Insured Person terminates the relationship with the Insured which made them eligible for cover under this insurance. Cover will cease at the time they depart from work on the last day of employment with the Insured. Employment ceasing includes situations where the Insured Person does not have a guaranteed and identifiable date to recommence work with the Insured within the next 7 days. If the Insured Person has a guaranteed and identifiable date to recommence work, within the next 7 days then this cover will continue uninterrupted. If the period is greater than 7 days then the cover ceases and may recommence when they resume work;
  - (e) the Insured Person dies;
  - (f) the Insured Person reaches age 70.
18. Benefits shall cease to be paid to an Insured Person, on claim under this Insurance, if that Insured Person:
  - (a) becomes entitled to the payment of Weekly Benefits for the maximum period stated in the Certificate;
  - (b) becomes entitled to the Lump Sum Benefit and they are paid a 100% of the Lump Sum Insured stated in the Certificate;
  - (c) accepts early retirement or voluntary redundancy except if it is as a direct consequence of disablement which is a current, accepted claim under this Insurance;
  - (d) dies, other than if Condition I under Section B, "Lump Sum Benefits", of this policy is applicable;
  - (e) reaches normal retirement age or age 70 whichever is the earlier;
  - (f) is engaged in gainful work or occupation except if the work or occupation existed prior to the disablement and it is not related to or replacing the work for which benefits are being claimed under this Insurance;
  - (g) returns to normal work or duties, or is cleared by the medical practitioner to return to normal work or duties whether such work is available or not.
19. If there is a breach of any of the Conditions of this Insurance, the Underwriters shall be entitled to reject a claim to the extent permitted by the Insurance Contract Act. However a breach by an individual Insured Person will not affect the cover or claims of other Insured Persons.
20. The Underwriters hereon agree that:-

(a) In the event of a dispute arising under this Insurance, Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

(b) Any summons notice or process to be served upon the Underwriters may be served upon

Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21  
Angel Place  
123 Pitt Street  
SYDNEY NSW 2000  
AUSTRALIA

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the Insured to give a written undertaking to the Insured that he will enter an appearance on Underwriters' behalf.

(c) If a suit is instituted against one of the Underwriters, all Underwriters hereon will abide by the final decision of such Court or any Appellate Court.

#### 21. Several Liability Notice – LSW 1001

The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.

## Definitions

For the purpose of this Insurance, the following important definitions apply:

**"ACCIDENT"** means a sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place during the period of Insurance and independently of all other causes, results directly immediately and solely in physical bodily injury.

**"CERTIFICATE"** means the certificate attaching to and forming part of this policy.

**"EARNINGS"** means:

1. if an employee, the Insured Person's average weekly "Ordinary Times Earning" (before personal deductions and income tax) plus overtime, received from the Insured.

In all cases Benefits are limited to the lesser of the following:

- a) The Insured Person's Earnings averaged over the number of weeks so engaged during the 14 weeks immediately preceding the date of disablement giving rise to claim;
- b) The average weekly Earnings of the Insured Person, received from the Insured upon which the premium for this Period of Insurance has been, will be or would have been calculated;
- c) The average weekly Earnings of the Insured Person that would have been received from the Insured during the period of disablement had such disablement or any subsequent termination of employment, not occurred.

**"Ordinary Time Earnings"** means the actual ordinary hourly rate of pay the employee receives for ordinary hours of work including, but not limited to, superannuation and redundancy fund allowance, tool allowance, industry allowance, trade allowances, shift loading, special rates, qualification allowances (e.g. first aid, laser safety officer), multi-story allowance, site allowance, asbestos eradication allowance, leading hand allowances, in charge of plant allowance, supervisory allowances and all other allowances

applicable. Ordinary Time Earnings includes the base hourly rate of pay as set out in Schedule 2 of the Enterprise Bargaining Agreement plus all-purpose allowances and any regular over Award payments as well as casual rates and any additional rates and allowances paid for work undertaken during ordinary hours of work, including fares and travel.

2. if not an employee, the gross weekly income derived from the personal exertion of the Insured Person in their usual occupation, after deducting any expenses necessarily incurred in deriving that income averaged over the number of weeks so engaged during the twelve (12) months immediately preceding the date disablement giving rise to claim.

**"EFFECTIVE DATE OF INDIVIDUAL COVER"** means for each Insured Person the latter of the commencement of the Period of Insurance stated in the Certificate or the time they arrive for work on the first day of employment with the Insured. Cover continues on a 24 hour a day basis for as long as they are employed by the Insured, provided this insurance is still in force and the premiums in respect to that Insured Person are being paid, until cover ceases as set out in the General Conditions.

**"EXCESS PERIOD"** is the period (of consecutive days) stated in the Certificate during which no Benefits are payable for Temporary Total or Partial Disablement, commencing on the day medical treatment is sought for Injury or Sickness.

**"INJURY"** means an identifiable physical bodily injury resulting from an Accident and which results in Temporary Total Disablement or Temporary Partial Disablement or any of the Conditions set out in the Table of Conditions within 12 months of the date thereof. Injury does not include:

- (a) any consequences of an Injury that are ordinarily described as being a sickness, illness or disease;
- (b) an aggravation of a pre-existing Injury condition as defined;
- (c) any degenerative condition

**"INSURED"** is the Insured named in the Certificate.

**"INSURED PERSON"** is the Insured Person named or described in the Certificate.

**"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 Conditions.

**"PERIOD OF INSURANCE"** means:

In respect of the Insured, the period stated in the current Certificate, or:

In respect of an Insured Person, the period from the Effective Date of Individual Cover to the end of the Period of Insurance stated in the Certificate.

**"PERMANENT TOTAL DISABLEMENT"** means disablement resulting from an Injury and which has lasted for at least twelve (12) months from the date of such Injury and which thereafter is beyond hope of improvement and which entirely prevents the Insured Person from carrying on their usual occupation or business.

**"PRE-EXISTING CONDITION"** means any medical condition, side-effect or symptoms of a condition which the Insured Person was aware of and for which the Insured Person has received medical attention, sought or received treatment, undergone tests or taken prescribed medication for in the six (6) month prior to that Insured Person's Effective Date of Individual Cover under this Insurance. Pre-existing conditions also include any chronic, congenital or degenerative conditions diagnosed and known to the Insured Person at the Effective Date of Individual Cover under this Insurance, whether currently being treated or not.

In the case of medical conditions contributed to or aggravated by such pre-existing conditions the Weekly Benefit amount and/or the period of disablement will be decreased by the same proportion which in the view of an independent qualified medical practitioner the pre-existing condition contributed to or aggravated the new condition.

**"SICKNESS"** means illness or disease of the Insured Person which declares itself during the Period of Insurance and which results in Temporary Total Disablement or Temporary Partial Disablement within 12 months after declaring itself.

**"TEMPORARY TOTAL DISABLEMENT"** means, while the Insured Person continues to be employed, disablement that either entirely prevents the Insured Person from engaging in their usual occupation or business or prevents the Insured Person from performing at least one of the duties of their occupation that they must be able to perform to earn their income.

If the Insured Person ceases to be employed or is not employed, then **"TEMPORARY TOTAL DISABLEMENT"** means disablement which entirely prevents the Insured Person from engaging in any occupation for which they may be suited by way of their education, training or experience.

In both instances the Insured Person must be under the regular care of and acting in accordance with the instructions or professional advice from a registered and legally qualified medical practitioner.

**"TEMPORARY PARTIAL DISABLEMENT"** means disablement which entirely prevents the Insured Person from carrying out a substantial part of the duties normally undertaken in connection with their usual occupation or business and which results in their earnings being reduced by at least 25%, and is under the regular care of and acting in accordance with the instructions or professional advice from a registered and legally qualified medical practitioner.

**"TEMPORARY PARTIAL DISABLEMENT BENEFIT"** is the difference between the Insured Person's Temporary Total Disablement Benefit and the amount the Insured Person is earning as a direct result of Temporary Partial Disablement. If the Insured Person is cleared to return to other than normal duties/hours but such work is not available or not taken up then the Temporary Partial Disablement Benefit will be calculated as if such work was available.

**"UNDERWRITER"** means various Underwriters at Lloyd's.