



# **CHUBB GROUP JOURNEY INJURY INSURANCE**

# PRODUCT DISCLOSURE STATEMENT

# **AND**

# **POLICY WORDING**

Issued by Chubb Insurance Company of Australia Ltd ABN: 69 003 710 647 AFS Licence No. 239778

**Sydney**: Citigroup Centre, Level 29, 2 Park Street, Sydney, NSW, 2000, Australia.

Ph: (02) 9273 0100.

Melbourne: Level 14, 330 Collins Street, Melbourne, VIC, 3000, Australia.

Ph: (03) 9242 5111.

Perth: Level 1, 225 St Georges Terrace, Perth, WA, 6000, Australia.

Ph: (08) 6211 7777.

Brisbane: Comalco Place, Level 24, 12 Creek Street, Brisbane, QLD 4000, Australia.

Ph (07) 3227 5777.

Dated: 1 May 2011



## Insurer:

This Policy is Underwritten by Chubb Insurance Company of Australia limited ABN 69 003 710 647 AFSL 239778 (Chubb also referred to as Us, We).

Please read the Product Disclosure Statement and the policy wording carefully and please do not hesitate to contact Chubb should You wish to comment on any aspect of Our service to You.

# I. PRODUCT DISCLOSURE STATEMENT

# What is a Product Disclosure Statement?

This Product Disclosure Document (PDS) provides general information only, and should be read in conjunction with the attached Policy document (Policy). The PDS and Policy contain important information which you should read carefully before deciding to take out any insurance cover.

This PDS has been prepared to assist you in understanding the Package and making an informed choice about your insurance requirements. This PDS should be read in conjunction with the Policy wording.

Certain words in this PDS and the Policy have special meanings that are set out in the Definitions or the Coverage Section of the Policy.

# **Policy Terms and Conditions**

The information contained in this PDS is general information only and does not form part of your contract with us. The Policy is our legal contract with you and contains details covering the terms, conditions and any exclusions relating to the insurance cover to be provided by us. This PDS and the Policy are important documents so please keep them in a safe place for future reference. Should you require any further information about this or any other product, please contact your authorised financial services provider. Any documents will be dated and include a statement identifying them as part of the PDS. Any major changes, omissions, corrections or updates that need to be made will be made in a Supplementary PDS and this will be provided to you with the PDS.

# **Group Insurance Policies**

If You or the Policyholder are a corporation or any type of group, association or organisation obtaining this Policy for the benefit of Your members or employees, You must ensure that a copy of this PDS and the Policy wording is provided to each member, or employee in Your organisation.

If new members or employees join Your organisation You must ensure they are provided withy this PDS and Policy wording when they join.

# Significant Benefits of the Group Journey Injury Insurance Policy

The Group Journey Injury Insurance Policy has a number of benefits. Some of the significant benefits are listed below. For complete details of all the benefits and limits of the Policy You should read Your Schedule of Sums Insured, and the Coverage Sections contained in the Policy wording attached to this PDS.

Some of the significant benefits of the Group Journey Injury Insurance Policy include:

- Coverage applies whilst an Insured Person travels directly to and from their normal residence
  or normal place of employment and includes any minor deviations or interruptions that do not
  increase the risk of Accidental Bodily Injury;
- Journey includes activities undertaken during lunch times and meal breaks;



- Weekly Injury Benefits are payable for up to 2 years;
- Permanent Partial Disability Benefits of up to \$50,000;
- Lump Sum benefits are payable in addition to Weekly benefits where applicable;
- The Policy covers all Insured Person's up to 65 years of age, unless otherwise stated in the schedule. This age limit may be increased by Endorsement.

# **Group Journey Injury Insurance Policy Deductibles and Excesses**

If You make a claim under the Policy You may be required to pay a Deductible or Excess.

For example, if You have cover provided under Coverage Section 2 of the Policy and You suffer Temporary Total Disablement and a Deductible or Excess of 15 days applies to Your Policy, if You were unable to work for 60 days Your payment of Your Weekly Benefit Amount would be reduced to 45 days up to the Sum Insured.

Details of applicable Excesses and Deductibles will be contained in Your Policy Schedule.

# **Cost of the Policy**

The cost of Your Policy is the Total Premium Due as detailed in Your Coverage Schedule.

It is made up of Your premium plus any applicable government taxes and charges. The amount of these taxes and charges will be shown separately on Your Schedule.

The premium payable will be determined by a number of factors which may include:

- the Insured Persons medical history, age and claims history;
- the Sums Insured; or
- any Endorsements to the policy that restrict or extend the Policy cover.

The premium payable generally may be increased by Endorsements extending the Policy cover, higher Sums Insured and an adverse medical or claims history of the Insured Person.

The premium payable may also decrease or increase upon renewal.

# **How to Apply for Group Journey Injury Insurance**

To apply for Chubb's Group Journey Injury Insurance You will need to complete an application form available from a licensed insurance broker who has a current Agency Agreement with Chubb.

Once You have received Your premium quotation and are happy with its terms and conditions You should pay Your Total Premium Due to Your Insurance Broker.

Acceptance of Your application for insurance coverage will depend upon the information requested and disclosed in the application for insurance. The circumstances of each particular case will determine whether additional coverage or reduced coverage is provided.

You will be advised of these matters when You receive Your premium quotation from Your insurance broker.

# **Non-Payment of Premium**

Your policy will not operate if You do not pay Your premium as per Your Placing Schedule.

If You do not pay Your premium We may cancel Your premium and charge a minimum fee of \$750 plus taxes or one and a half times the pro rata premium plus taxes whichever is the greater.



If a claim has been made on the Policy there will be no refund given and Your annual premium is due immediately.

# **Cancelling Your Policy Before it Expires**

This Policy may be cancelled by You at any time by giving Us notice in writing. Should You cancel Your Policy within 90 days of the inception of cover We will charge You the greater of:

- 1. \$750 plus taxes; or
- 2. one and a half times the pro-rata premium plus taxes.

If the Policy is cancelled after 90 days of inception We will not refund any premium paid.

We may cancel this Policy in the circumstances prescribed by Section 60 of the *Insurance Contracts Act (Cth) 1984.* Should We cancel Your Policy We shall retain a pro rata proportion of the premium for the time the Policy has been in force.

## **Confirmation of Transactions**

If You wish to confirm that Your insurance is in place, We provide a telephone confirmation service. To use this service, call Us on (Melbourne) 03 9242 5111, (Perth) 08 6211 7777, or (Sydney) 02 9273 0100 and We will send You written confirmation.

If You do not wish to use Our telephone confirmation service but require confirmation of cover, You can request this by writing directly to Us at the Accident & Health Department:

- Victoria, Tasmania, Northern Territory & South Australia: Level 14, 330 Collins Street, Melbourne, VIC, 3000,
- New South Wales:- Citigroup Centre, Level 29, 2 Park Street, Sydney 2000
- Western Australia:- Level 1, 225 St Georges Terrace, Perth 6000
- Queensland:- Comalco Place, Level 24, 12 Creek Street, Brisbane 4000

# IMPORTANT INFORMATION

# **Duty of Disclosure – what We need You to tell us**

Before You enter into a general insurance contract, 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 insure You and if so, upon what terms. You have the same duty before You extend, vary or reinstate the insurance. This duty does not require disclosure of any matter that:

- · Reduces the risk to the insurer;
- Is of common knowledge;
- · The insurer knows, or in the ordinary course of its business, ought to know; or
- · Where compliance with this duty is waived by the insurer.

If You fail to comply with this duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If Your non-disclosure is fraudulent, the insurer may be entitled to cancel the contract from its beginning.

# **Privacy**

## **Your Privacy**

In the course of providing insurance and processing insurance claims, Chubb needs to collect personal information about persons Chubb insures and persons associated with insured persons. If You do not give Chubb this information, Chubb may not be able to provide insurance or process



a claim. In accordance with the Privacy Act 1988, Chubb's privacy policy statement contains the information required to be given to persons about whom Chubb collects personal information.

## **Our Privacy Policy**

Our privacy policy statement is readily available on Our website at www.chubbinsurance.com.au.

#### Your access to Your personal information

You can request access to personal information which Chubb holds about You. Your rights to access and Chubb's rights to refuse access are set out in the Privacy Act 1988.

## Chubb's use of personal information

Chubb may at any time use personal information it collects about You for any of the following purposes:

- To provide a quotation or assess a proposal for insurance.
- To provide, amend or renew an insurance policy.
- To respond to a claim.

## Chubb's disclosure of personal information

Chubb may at any time disclose personal information Chubb collects about You to the following types of 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 Chubb in relation to the provision of insurance.

Further information on Our Privacy Policy can be accessed on Our website at www.chubbinsurance.com.au.

## **Financial Claims Scheme**

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of Chubb becoming insolvent You may be entitled to access the FCS, provided You meet the eligibility criteria. More information may be obtained from APRA – www.apra.gov.au or 1300 13 10 60.

## The General Insurance Code of Practice

Chubb Insurance Company of Australia Ltd is a signatory to the General Insurance Code of Practice. The code aims to:

- 1. Promote more informed relations between insurers and their customers:
- 2. Improve consumer confidence in the general insurance industry;
- 3. Provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- 4. Commit insurers and the professionals they rely upon to higher standards of customer service.

For more information please visit the Code of Practice website, www.codeofpractice.com.au or follow the links from the Insurance Council of Australia's website at www.ica.com.au.

## **How to Make a Claim**

Please contact Chubb directly at Your closest office if You wish to make a claim please see the list of Our offices at the end of the document or if You would prefer, Your Financial Services Provider can make a claim on Your behalf. We can only accept responsibility for repairs or payment to third parties under a claim where You have told Us about them beforehand and We have accepted Your



claim. Full details of what You must do for us to consider Your claim are provided in the 'claims' section of Your Policy.

# **Cooling Off Period**

You have 21 days to consider the information contained in Your Policy. This is Your cooling off period. If You would like, and provided You have not made a claim under Your Policy, You have the right to cancel Your insurance. We will refund in full any premium You have paid. To exercise this right You must notify Chubb in writing or electronically within 21 days from the date Your Policy takes effect.

# **Dispute Resolution**

The following standards apply to all complaints handling.

- 1. We will conduct complaints handling in a fair, transparent and timely manner.
- 2. We will make available information about Our complaints handling procedures.
- 3. We will only ask for and take into account relevant information when deciding on Your complaint.
- 4. You will have access to information about You that We have relied on in assessing Your complaint and an opportunity to correct any mistakes or inaccuracies. In special circumstances or where a claim is being or has been investigated, We may decline to release information but We will not do so unreasonably. In these circumstances, We will give You reasons. We will provide Our reasons in writing upon request.
- 5. Where an error or mistake in handling Your complaint is identified, We will immediately initiate action to correct it.
- 6. We will respond to complaints within 15 business days provided We have all necessary information and have completed any investigation required.
- 7. In cases where further information, assessment or investigation is required We will agree reasonable alternative time frames. If We cannot agree, We will treat Your complaint as a dispute and We will provide information on how You can have Your complaint reviewed by a different employee who has appropriate experience, knowledge and authority.
- 8. We will keep You informed of the progress of Our response to the complaint.
- 9. When We notify You of Our response, We will provide information on how Our response can be reviewed by a different employee who has appropriate experience, knowledge and authority.
- 10. If You tell us You want Our response reviewed, We will:
  - a) Treat it as a dispute:
  - b) Notify You of the name and contact details of the employee assigned to liaise with You in relation to the dispute; and
  - c) Respond to the dispute within 15 business days provided We receive all necessary information and have completed any investigation required.
- 11. In cases where further information, assessment or investigation is required We will agree reasonable alternative time frames. If We cannot reach agreement You can report Your concerns to the Financial Ombudsman Service (FOS).
- 12. We will keep You informed of the progress of Our review of Your dispute at least every 10 business days.
- 13. We will respond to Your dispute in writing giving:
  - a) Reasons for Our decision;
  - b) Information about how to access available external dispute resolution schemes; and
  - c) Notify You of the time frame within which You must register Your dispute with the external dispute resolution scheme.
- 14. If We are not able to resolve Your complaint to Your satisfaction within 45 days (including both the complaint and internal dispute resolution process referred in this section of the Code), We will inform You of the reasons for the delay and that You may take the complaint or dispute to Our External Dispute resolution scheme even if We are still considering it (and provided the complaint or dispute is within the scheme's Terms of Reference). We will inform You that You have this right and details of Our External Dispute Resolution scheme before the end of the 45-day period.



- 15. Chubb subscribes to the independent external dispute resolution scheme administered by the FOS. The FOS is available to customers and third parties who fall within the Terms of Reference of FOS.
- 16. External dispute resolution determinations made by FOS are binding upon us in accordance with the Terms of Reference.
- 17. Where the FOS Terms of Reference do not extend to You or Your dispute, We will advise You to seek independent legal advice or give You information about other external dispute resolution options (if any) that may be available to You.

You can contact the FOS in the following ways:

- By Phone: 1300 78 08 08

- By Mail: Financial Ombudsman Service

G.P.O. Box 3, Melbourne, VIC 3001

Information on the FOS may be obtained from its website at www.fos.org.au

# **Additional Information**

Our complaints and disputes procedures follow the requirements of the General Insurance Code of Practice (the 'Code'). Visit <a href="https://www.codeofpractice.com.au">www.codeofpractice.com.au</a> for more information about the Code.

This Policy is issued by Chubb Insurance Company of Australia Ltd



# **Chubb Insurance Company of Australia Ltd Contact Details**

**SYDNEY** 

**Street Address** 

Citigroup Centre Level 29, 2 Park Street Sydney, NSW 2000 Australia

**Contact Numbers** 

Ph 61-2-9273 0100 Fax 61-2-9273 0101

**MELBOURNE** 

**Street Address** 

Level 14, 330 Collins Street Melbourne, Victoria, 3000 Australia

**Contact Numbers** 

Ph 61-3-9242 5111 Fax 61-3-9642 0909 PERTH

Street Address

Level 1, 225 St George's Terrace Perth, Western Australia 6000 Australia

**Contact Numbers** 

Ph 61-8-6211 7777 Fax 61-8-9226 2806

**Postal Address** 

P.O. Box 7105 Cloisters Square Perth, Western Australia 6850

**DX Address** 

DX 63525 Mill Street, Western Australia

BRISBANE

**Street Address** 

Level 24, 12 Creek Street Brisbane, QLD, 4000 Australia

**Postal Address** 

GPO Box 1007 Brisbane, QLD 4001 Australia

**Contact Numbers** 

Ph 61-7-3227-5777 Fax 61-7-3221-16

Our web site can be visited at <a href="www.chubbinsurance.com.au">www.chubbinsurance.com.au</a>

Note: Information in this PDS that is not materially adverse, such as Contact Details and phone numbers, may be subject to change from time to time. Updated information can be obtained at any time from Our web site or by calling Chubb.

This Product is issued by Chubb Insurance Company of Australia Ltd dated 1<sup>st</sup> May 2011.



# II. GROUP JOURNEY INJURY INSURANCE POLICY WORDING

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This Policy consists of the proposal (if any) completed and signed by the Policyholder, the Index, the Schedule, the Schedule of Sums Insured, the Policy terms and conditions and any amendments or endorsements attached.

This Policy will not be valid unless a Schedule signed by an Authorised Representative of the Company is attached.

Certain words and phrases that appear in bold print have special meanings. Definitions appear in the General Definitions section and in the various Coverage Sections of this Policy. Please read this Policy carefully.

Throughout this Policy, the words "You" and "Your" refer to the Policyholder shown in the Schedule. The words "We", "Us" and "Our" refer to the Company providing this insurance.

All cover is subject to You paying or agreeing to pay the premium, and is subject to the terms, conditions and exclusions of the Policy.

#### **OPERATION OF COVER**

The cover provided by this Policy will only apply during the Period of Insurance stated in the Schedule, as limited by the Operation of Cover stated in the Schedule.

## **GENERAL DEFINITIONS**

In this Policy:

**Accidental Bodily Injury** 

means any injury to the body of an Insured Person caused by an Accident which occurs during the Period of Insurance but does not



include any condition which is also a Sickness or Disease or any degenerative condition provided that the injury results in any of the Events specified in the Table of Events within 12 calendar months from the date of such injury.

**Accident or Accidental** 

means a sudden, unforeseen and unexpected event, happening by chance.

Company

means Chubb Insurance Company of Australia Limited A.B.N 69 003 710 647

**Deductible Amounts** 

means the first amount of each and every claim that is payable by You as stated in The Schedule.

**Direct Travel** 

shall mean travel to and from the Insured Person's normal residence or normal place of employment and shall include any minor deviations or interruptions which no way increase the risk of Accidental Bodily Injury that would have normally arisen had the Insured Person travelled direct.

Fingers or Toes

whether in the singular or plural, means the digits of a hand or foot.

Income

means the average weekly gross Income net of business expenses, earned by an Insured Person through personal exertion during the twelve (12) months immediately preceding the Accidental Bodily Injury, but does not include bonuses, commission, overtime payments and any allowances. Where an Insured Person has elected to salary sacrifice his Income, weekly gross Income shall be deemed to mean the total cost of employment inclusive of items salary sacrificed.

Insured Person

whether in the singular or the plural, means the person(s) who come within the description of Insured Persons stated in the Schedule, who are nominated by You from time to time and for whom premium has been paid or agreed to be paid.

Journey

wherever used in this Policy shall mean a Journey undertaken by an Insured Person in the course of his employment with the Policyholder. Such cover shall commence from the time the Insured Person undertakes Direct Travel and cease upon arrival at either their normal residence or normal place of employment, whichever is their destination.

The Journey (as defined) also extends to include cover for activities undertaken during lunchtimes and meal breaks.

Limb

whether in the singular or plural, means an arm at or above the wrist or a leg at or above the ankle.

**Paraplegia** 

means total paralysis of both legs and part or whole of the lower half of the body.

Period of Insurance

means the period stated in the Schedule, as limited by the Operation of Cover stated in the Schedule.



Permanent as used with respect to disablement, means disablement lasting at

least twelve (12) consecutive months, and at the end of that time

being beyond hope of improvement.

**Physician** means a person who is recognised by the laws of the jurisdiction in

which treatment is received as qualified to treat the Accidental

Bodily Injury, and who is not a Relative of the Insured Person.

**Policyholder** means the organisation stated in the Schedule.

**Quadriplegia** means total paralysis of both legs and both arms.

Sickness or Disease means Sickness or Disease contracted by an Insured Person on or

after their effective date of individual insurance - after the commencement of the Period of Insurance - and which results solely and directly and independently of any other cause in Temporary Total Disablement, provided such Temporary Total Disablement occurs during the Period of Insurance and continues for a period of not less than seven days from the commencement

date of medical treatment from a Physician.

Temporary Partial Disablement

means the inability of an Insured Person to engage in a substantial

part of his usual occupation or employment.

Temporary Total Disablement

means the inability of an Insured Person to engage in his usual occupation employment.

## **GENERAL EXCLUSIONS**

## Applicable to all Coverage Sections

We will not be liable for any claim or loss under this Policy caused by or arising out of:

- 1. An Insured Person travelling in any unlicensed aircraft; or flying or engaging in any other aerial activity as part of the aircraft's crew.
- 2. An Insured Person participating in or training for any professional sport, or racing in or on any motor powered conveyance.
- 3. Suicide, attempted suicide, any deliberately self-inflicted injury or any illegal or criminal act committed by an Insured Person.
- 4. Declared or undeclared war, civil war, or invasion.
- 5. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear waste arising from the combustion of nuclear fuel and/or any self-sustaining process of nuclear fission.
- 6. Pregnancy, childbirth, miscarriage or the complications of these conditions.
- 7. An Insured Person being under the influence of intoxicating liquor or whilst having taken a drug unless it is proven that the drug was taken in accordance with the direction and prescription of a Physician.
- 8. An Insured Person being entitled to receive compensation under any Workers Compensation Act or Statute.



- 9. An Insured Person being entitled to receive compensation under any Transport Accident Act or any similar legislation having a similar effect.
- 10. Any pre-existing condition prior to the policy being purchased or any condition that has been aggravated during the Period of Insurance and/or degenerative condition unless the pre-existing condition has been accepted by Us, and the extra premium is paid by You

#### **AGE LIMITS**

The Policy does not cover any Insured Person unless he or she at the date of the claim is under sixty five (65) years of age.

## **GENERAL CONDITIONS**

#### **Applicable to all Coverage Sections**

#### Other Insurance

You must inform Us of any other insurance which may also provide an indemnity to You or the Insured Person for any claim under this Policy.

To the extent that any loss insured under this Policy is insured under any other policy, then to the extent to which it is permitted by law, coverage is only provided under this Policy for such loss excess of the coverage provided under such other policy.

#### Assignment and Beneficiary Change

No assignment of interest under this Policy shall be binding on Us unless and until the original or a duplicate thereof is filed with Us. We assume no responsibility for the validity of an assignment. No Beneficiary change under this Policy shall bind Us unless We receive written notice of such change.

#### **Entire Contract/Alteration**

The Policy shall not be modified except by written amendment or endorsement attached hereto and signed by Our Authorised Representative.

#### **Examination of Books and Records**

We may examine Your books and records relating to the insurance under this Policy at any time during the Period of Insurance and up to three (3) years after the Policy expiration, or until final adjustment (if any) and resolution of all claims under the Policy.

#### **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.

#### **Aggregate Limits of Liability and Deductible**



This Policy is subject to the Aggregate Limits of Liability and Deductible Amounts stated in the Schedule and the Schedule of Sums Insured.

#### **Territory**

Worldwide.

#### **Use of Masculine Pronoun**

A masculine personal pronoun as used in this Policy includes the feminine, wherever the context requires.

## Subrogation

If We make any payment under this Policy, then to the extent of that payment, We may exercise any rights of recovery held by You or the Insured Person. You and the Insured Person must not do anything which reduces any such rights and must provide reasonable assistance to Us in pursuing any such rights.

#### Cancellation

You may cancel this Policy at any time by giving Us written notice.

If You cancel Your policy within 90 days of the inception of cover under this policy, We will charge You a minimum of \$750 plus taxes, or the amount stated in The Schedule if less than \$750, one and a half times the pro-rata premium plus taxes, whichever is the greater. If the policy is cancelled after 90 days of inception We will not refund any premium.

We may cancel the Policy at any time in accordance with any applicable law and the premium paid shall be adjusted on the basis of Us retaining pro-rata premium.

#### Currency

All amounts shown are in Australian dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published in the Australian Financial Review on the date the expense is incurred or loss is sustained.

## **CLAIMS PROCEDURES**

#### 1. Notice of Claim

Any occurrence or loss which may give rise to a claim under this Policy should be reported to Us in writing within thirty (30) days after the occurrence or loss.

Failure to furnish notice within the time provided in the Policy shall not invalidate any claim if it can be shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as reasonably possible.

## 2. Proof of Loss

Written Proof of Loss must be given to Us as soon as possible and, in any event, within thirty (30) days after receipt of Notice of Claim, together with original copies of all relevant documentation.



You or the Insured Person shall, at Your or his expense, provide Us with such certificates, information and evidence as We may from time to time require, in a form prescribed by Us.

#### 3. Physical Examination and Autopsy

Provided that We give reasonable notice, We shall be allowed to have any Insured Person medically examined or, in the event of an Insured Person's death, a post mortem examination carried out at Our expense.

## 4. Claims Investigation

In the event of a claim, We may make any investigation We deem necessary, and both You or the Insured Person shall cooperate fully with such investigation. Your failure to do so may result in denial of the claim or cancellation of the Policy.

## 5. Payment of Claim

Indemnity for Accidental death of the Insured Person will be paid to You or as You direct. Unless otherwise specified, all other indemnities shall be payable to the Insured Person.

## 6. Fraudulent Claims

If any claim under this Policy is fraudulent in any respect, or if any fraudulent means or devices are used by You, the Insured Person, or anyone acting on Your or the Insured Person's behalf to obtain benefits under this Policy, We will be under no liability in respect of such claim.

## **EXPOSURE & DISAPPEARANCE**

- 1. We will also pay You the Benefit stated in the Table of Events if as the result of such an Accidental Bodily Injury the Insured Person is exposed to the elements and as the result of that exposure within 12 months suffers an event set out in the Table of Events.
- 2. If the body of an Insured Person is not found within twelve (12) months after an Accident involving the conveyance in which he was travelling, death will be presumed in the absence of any evidence to the contrary. The Death Benefit Amount set out in the Table of Events shall become payable, subject to a signed undertaking by the Beneficiary that if the Insured Person is subsequently found alive, such Death Benefit Amount shall be refunded to Us.

#### **Escalation of Claim Benefit**

After payment of the Benefit Amount under Event 16 continuously for twelve (12) months, and again after each subsequent period of twelve (12) months during which a Benefit Amount is paid, the Benefit Amount will be increased by 5 percent per annum compound.

## SPECIAL PROVISIONS

1. A Benefit Amount will not be payable for more than one of the Events 1 to 15 in respect of the same Accidental Bodily Injury.



- 2. Any Benefit Amount payable for Events 1 to 15 shall be paid in addition to any Benefit Amount already paid for under Events 16 and 17 in respect of the same Accidental Bodily Injury.
- 3. After the occurrence of any of the Events 2 to 6(a), all cover with respect to that Insured Person under this Coverage Section shall cease.
- No Benefit Amount shall be payable:
   4.1 for Events 16 and/or 17, in excess of a total period of 104 weeks in respect of any one Accidental Bodily Injury.
  - 4.2 at all unless the Insured Person shall as soon as possible after the happening of an Accidental Bodily Injury giving rise to a claim under this Coverage Section, procure and follow proper medical advice from a Physician.
- 5. The Benefit Amount payable to Insured Persons under 18 years of age for Event 1 (Death) will be 10% of the Personal Injury Sum Insured stated in the Schedule of Sums Insured or \$10,000, whichever is less, unless otherwise specified.
- 6. Aggregate Limit of Liability
  - (a) Except as provided in (b), Our total liability for all claims in respect of any one Accident or series of Accidents arising out of any one occurrence, shall not exceed the amount stated in the Schedule.
  - (b) Our total liability for all claims directly arising out of air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over specific routes, shall not exceed the amount stated in the Schedule.
- 7. All Benefit Amounts are payable to You or to such person or persons as You nominate.
- 8. If, as a result of Accidental Bodily Injury The Benefit Amount is payable under Sections 2 of this Policy, and if while this Policy is in force an Insured Person suffers a recurrence of Temporary Total or Temporary Partial Disablement from the same or related cause or causes, the subsequent period of Temporary Total or Temporary Partial Disablement shall be deemed a continuation of the prior period of disablement unless between such periods of disablement the Insured Person has performed occupational duties on a full time basis for at least six continuous months, in which event such Temporary Total or Temporary Partial Disablement shall be deemed the result of a new Accidental Bodily Injury and be subject to a new Deductible and Aggregate Benefit Period.
- 9. The amount of any Benefits payable for Temporary Total or Temporary Partial Disablement will be reduced by the Deductible Amounts or by the amount of sick pay entitlement whichever is the greater so that the total amount of any such benefit or entitlement and Benefits payable under this Policy shall not exceed the Income of the Insured Person stated in the Schedule of Benefits.
- 10. Weekly Benefits for Coverage Section 2 shall be payable monthly in arrears. Temporary Total or Temporary Partial Disablement for a period of less than a week shall be paid for at the rate of one-seventh (1/7<sup>th</sup>) of the weekly benefit for each day during which disability continues.



# **COVERAGE SECTIONS**

# **TABLE OF EVENTS**

# **COVERAGE SECTION 1 - CAPITAL BENEFITS**

7115	· EVENTO	THE DENIETT AMOUNT
THE EVENTS		THE BENEFIT AMOUNT
ACCI	dental Bodily Injury resulting in:	(each Insured Person) being a percentage of the Personal
		Injury Sum Insured stated in the
		Schedule of Sums Insured.
1.	Death	100%
2.	Paraplegia / Quadriplegia	100%
3.	Permanent and incurable paralysis of all Limbs	100%
4.	Permanent Total loss of sight of one or both eyes	100%
5.	Permanent Total loss of use of one or more Limbs	100%
6.	Permanent Total loss of the lens of	
	(a) both eyes	100%
	(b) one eye	50%
7.	Permanent Total loss of hearing of	
	(a) both ears	75%
	(b) one ear	15%
8.	Third degree burns and/or resultant disfigurement which cover more than 40% of the entire external body	50%
9.	Permanent Total loss of use of four Fingers and thumb of either hand	70%
10.	Permanent Total loss of use of four Fingers of either hand	40%
11.	Permanent Total loss of use of the thumb of either hand	
	(a) both joints	30%
	(b) one joint	15%
12.	Permanent Total loss of use of Fingers of either hand	
	(a) three joints	10%
	(b) two joints	7%
	(c) one joint	5%
13.	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 Toe	1%
14.	Shortening of leg by at least 5cm	7%
15.	Permanent Partial Disablement not otherwise provided for under Events 5 to 14	Such percentage of the Personal Injury Sum Insured as We at Our absolute discretion determine being in Our opinion not inconsistent with the Benefit Amount provided under Events 7 to 14. The maximum Benefit payable under Event 15 is \$50,000



# **COVERAGE SECTION 2 – WEEKLY INJURY BENEFIT**

THE EVENTS Accidental Bodily Injury resulting in:	THE BENEFIT AMOUNT (each Insured Person)
16. Temporary Total Disablement	The Weekly Benefit Amount stated in the Schedule of Sums Insured or the Insured Person's Income, whichever is less.
17. Temporary Partial Disablement	<ul> <li>(a) If the Insured Person returns to work in a reduced capacity, The Benefit Amount payable shall be the difference between the Compensation payable for Event 16 per week and the weekly Income earned from personal exertion per week or</li> <li>(b) If the Insured Person does not return to work, The Benefit Amount payable shall be 25% of the Compensation payable for Event 16 per week.</li> </ul>