

# **Group Personal Accident and Sickness Product Disclosure Statement and Policy Wording**

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360 Accident & Health Pty Ltd **ABN** 25 623 247 978 is an Authorised Representative (**AR** 1262596) of  
360 Underwriting Solutions Pty Ltd **ABN** 18 120 261 270, **AFSL** 319181  
Suite 1, Level 18, 201 Kent Street, Sydney, NSW 2000

# Group Personal Accident and Sickness



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# Consumer Insurance Contract Opt In Notice

This insurance is a consumer insurance contract.

## Your Duty to Take Reasonable Care Not to Make a Misrepresentation to Us

### What is the duty?

All persons who will be insured covered by the insurance (referred to as **you, your**) have a legal duty to take reasonable care not to make a misrepresentation to **us**).

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. e.g. a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

**We** will not treat something as a misrepresentation merely because **you** failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

### Answering our Questions

Answers to **our** questions help **us** decide whether to provide **you** with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering **our** questions:

- + take reasonable care to make sure **your** answers are true, honest, up to date and complete in all respects. **You** may breach the duty if **you** answer without any care as to its truth or if **you** only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- + if another person is answering for **you**, **we** will treat their answers as **yours**. In such a case **you** should check the questions have been answered correctly on **your** behalf by them.

### When does the duty apply until?

This duty applies until the time **we** agree to issue **you** with insurance for the first time. It also applies where **you** are applying to renew, extend, vary/change, replace or reinstate **your** insurance, up until the time **we** agree to this.

If **you** have made a statement and this changes before the end of the above relevant time **you** must tell **us** about this change before the time ends.

### What happens if you breach the duty?

If **you** do not meet the duty, to the extent permitted by law, **we** may reject or not fully pay **your** claim. **We** may also, or as an alternative, cancel **your** insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by **you** without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

### How we determine if there has been a breach?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether **you** have taken reasonable care not to make a misrepresentation:

- + the type of this consumer insurance contract and its target market;
- + explanatory material or publicity produced or authorised by **us**;
- + how clear, and how specific, any questions asked by **us** were;
- + how clearly **we** communicated to **you** the importance of answering those questions and the possible consequences of failing to do so;
- + whether or not an agent was acting for **you**; and
- + whether the contract was a new contract or was being renewed, extended, varied or reinstated.

**We** must also take account of any particular characteristics or circumstances about **you** which **we** were aware of, or ought reasonably to have been aware of.

If **we** believe the duty is breached, **we** will at least explain why, **we** consider any response to the contrary and provide information on **our** dispute resolution procedures if **we** can't agree.

### Need more help?

If any question or guidance provided is not clear or **you** need additional assistance, **you** can contact **your** agent/broker in the first instance and/or contact **us** or go to [360uw.com.au](http://360uw.com.au)

# Product Disclosure Statement (PDS)



## About 360 Accident and Health Pty Ltd

360 Accident and Health Pty Ltd (360 Accident and Health) as an Authorised Representative of 360 Underwriting Solutions Pty Ltd (360 Underwriting) **ABN 18 120 261 270 AFSL 319 181**, is an underwriting agency committed to deliver solutions **you** want and service **you** expect by people **you** know to the Accident and Health Insurance Market.

360 Accident and Health has an authority from the Insurer to arrange, enter into/bind, and administer this insurance for the Insurer.

### Our contact details are:

Suite 1, Level 18, 201 Kent Street,  
Sydney, NSW 2000  
Telephone. 1800 411 580  
Email. [ah@360uw.com.au](mailto:ah@360uw.com.au)

## About the Insurer

This insurance is underwritten by certain Underwriters at Lloyd's.

Lloyd's has been insuring Australian risks for over 150 years and is licensed to write non-life insurance business under the *Australian Insurance Act 1973*. **You** or **your** representatives can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from **us**. In the event of **loss**, each Underwriter (and their Executors and Administrators) is only liable for their own share of the **loss**.

Lloyd's Underwriters have strong financial security characteristics. However, please note that ratings can vary from time to time. **You** can check the Insurer's current ratings at the following website <https://www.lloyds.com/investor-relations/ratings>

**You** should contact 360 Accident and Health in the first instance in relation to this insurance.

### Lloyd's contact details are:

Lloyd's Australia  
Level 9, 1 O'Connell Street,  
Sydney, NSW 2000  
Telephone. 02 8298 0700

## General Insurance Code of Practice

We proudly support the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

For further information on the Code, please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or alternatively **you** can request a brochure on the Code from **us**.

## What is a Product Disclosure Statement (PDS)?

The purpose of this PDS is to help **you** understand the cover offered under the **policy** and provide **you** with sufficient information to enable **you** to compare and make an informed decision about whether to purchase the **policy**. This PDS contains important information required under the *Corporations Act 2001* (The Act) about the **policy** including the **benefits** and conditions, **your** rights as a client and other things **you** need to know to make an informed decision.

**You** should read the **policy wording** section in this document and the **schedule** of this insurance to obtain a complete description of all the **benefits**, terms, conditions and exclusions relating to the cover offered under this insurance. Please read these documents carefully and ensure that **you** keep them in a safe place for future reference.

Certain words in this PDS and **policy wording** have special meanings that are set out in the definitions sections contained within this document.

## General Advice

Any general advice contained within the **policy wording**, PDS or accompanying documents does not consider **your** or any **insured person's** personal situation, financial objectives, or needs.

## Group Personal Accident and Sickness Insurance

This insurance provides for the payment of **benefits** if an **insured person** dies, becomes disabled or suffers from certain conditions. Please read it carefully to make sure that **you** understand its provisions. If **you** require any information, please contact **us** or **your** Insurance Broker. All cover is subject to the payment of premium and the terms, conditions, exclusions and provisions of the **policy**.

## Summary of the Benefits of the Group Personal Accident and Sickness Policy

The **policy** has many **benefits**. Some of the significant **policy benefits** are listed below. For full details of all the **benefits** and limits of the **policy** you should read **your policy schedule** which outlines the sums insured, and the coverage sections and tables of **insured events** contained within the **policy wording** attached to this PDS.

Some of the significant **benefits** of the **policy** may include:

- I. Lump Sum Death **benefits** as a result of a **bodily injury**;
- II. Lump Sum **benefits** as a result of disablement;
- III. loss of Income **benefits** as a result of **bodily injury** or **sickness**;
- IV. Lump Sum **benefits** for **bodily injury to teeth**;
- V. Lump Sum **benefits** for **fractured bones**;
- VI. Lump Sum Surgical **benefits** for certain **insured events**.

Please refer to the **policy wording** for details of **benefits** and conditions that apply.

The maximum **we** will pay for all claims under the **policy** during any one **insurance period** is the **aggregate limit of liability** shown in the **schedule**. If this amount is not adequate to pay all claims in full, then **we** will reduce the **benefit** payable to each **insured person** proportionately, so that the total of all payments does not exceed the **aggregate limit of liability**.

There is a **sublimit of liability** shown in the **schedule** in relation to claims arising out of **non-scheduled flights**.

### Not Everything is Covered

Not everything is covered by the **policy**. Some of the circumstances in which no **benefits** are payable at all include where **loss** results from self-inflicted injury, illegal acts, the use of alcohol or drugs, **war** or **civil war**, an **insured person** piloting an aircraft, participating in or training for a **professional sport**, pregnancy or childbirth, nuclear activity, AIDS, HIV, mental illness or a **pre-existing condition**.

There are also limitations on some **benefits**. It is important **you** read the **policy wording** together with the **schedule** so that **you** understand the extent of the cover and its limitations. **You** should specifically read the General Conditions and General Exclusions in the **policy wording** to make sure the cover **we** provide matches **your** expectations.

## The Cost of this Insurance

The total amount **we** charge **you** for this **policy** is made up of:

- I. the premium, which is the amount **we** need to cover the risk insured under this **policy**, as calculated by **us**;
- II. **our** administration fee; and
- III. any applicable taxes and government charges.

The premium and applicable taxes and government charges will be shown on **your** tax invoice.

When calculating **your** premium, **we** take a range of rating factors into account. These factors, and the degree to which they affect **your** premium, will depend upon the information **you** provide to **us**.

The following factors have a significant impact on **our** calculation of **your** premium:

- I. the sums insured;
- II. the **insured person's** medical history, age and claims history;
- III. any restrictions or extensions to the **policy** cover; and
- IV. **your** previous insurance and claims history.

## Paying your Premium

**You** must pay **your** premium on time otherwise, **your policy** may not operate.

If **you** have not paid by the due date or **your** payment is dishonoured, **we** may cancel **your policy** in accordance with **our** rights at law, including under the *Insurance Contracts Act 1984 (Cth)* and **you** may not be able to make a claim.

If a claim is made on the **policy** while any premium is outstanding, **we** have the right, to the fullest extent permitted at law, to treat the **policy** as never having been in force or agree in **our** absolute discretion to accept the claim subject to payment of the premium, or deduction of any claim payment from the premium due, or **we** may deduct any outstanding premium from the claim payment.

## Non-Payment of Premium

**You** must pay **your** premium within the agreed credit terms otherwise **your policy** may not be in force. If **you** do not pay **your** premium on time by the due date or **your** payment is dishonoured this **policy** will not come into force and **we** may, in accordance with **our** rights at law, including under the *Insurance Contracts Act 1984 (Cth)*:

- I. lapse the **policy**;
- II. decline any claim under the **policy**.

## Excesses

If **you** or an **insured person** makes a claim under the **policy**, **you** may be required to pay an excess or wait for a specified period of time (**excess period**) before a **benefit** is payable. This is the amount **you** must first contribute towards each claim.

**We** are able to provide options to quote higher or lower excess or **excess period** alternatives in certain circumstances, which will either decrease or increase **your** premium, depending upon the options requested.

The excess and **excess period** applicable to **your policy** is specified in the **schedule**. There are also other excesses which are specified in the **policy**.

## How to Apply for Group Personal Accident and Sickness Insurance

To apply for the **policy** **you** will need to complete a proposal form available from a licensed Insurance Broker who has a current agency agreement with **us**. They will then approach **us** to provide **you** with a quotation.

## Cancelling your Policy

This **policy** may be cancelled by **you** at any time by giving **us** notice in writing. Should **you** cancel **your policy**, **we** shall retain a pro rata proportion of the premium for the time the **policy** has been in force and unless **you** purchased the **policy** through an Insurance Broker, will pay any premium refund due to **you** within fifteen (15) business days (if **you** purchased the **policy** through an Insurance Broker, ask **your** Broker what arrangements apply). **You** will not receive any refund if **you** have made a claim or a claim is forthcoming against the **policy** prior to cancellation.

**We** may cancel this **policy** in the circumstances prescribed by Section 60 of the *Insurance Contracts Act (Cth) 1984*.

## Your Cooling-Off Period

**You** have the right to return the **policy** to **us** within twenty-one (21) days from the date the **insurance period** commences ("cooling-off period") unless a claim is made under the **policy** within this period.

If **you** return the **policy** during the cooling-off period, **we** will refund the full amount of the premium less any taxes or duties payable and unless **you** purchased the **policy** through an Insurance Broker, will pay the amount due to **you** within fifteen (15) business days (if **you** purchased the **policy** through an Insurance Broker, ask **your** Broker what arrangements apply). The **policy** will be terminated from the date **we** are notified of a request to return it. To return the **policy**, **we** must be notified in writing within the cooling-off period.

This can be done by contacting **us** using the contact details found at the back of this PDS, or **your** Insurance Broker.

## Making a Claim

**You** or any person entitled to claim under this **policy** must give **us** or **our** authorised agent, Corporate Services Network (CSN), written notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

Please send the notice to:

### Corporate Services Network

Telephone. +61 (0)2 8256 1770

Email. [claims@csnet.com.au](mailto:claims@csnet.com.au)

Post: GPO Box 4276 SYDNEY NSW 2001

Once notified of **your** claim, CSN will provide **you** with all the necessary claim forms. **You** must complete these forms in full and return to CSN along with all other information and documentation that is relevant to **your** claim in order to ensure a quick and efficient claims assessment. These include and are not limited to any invoices, medical certificates, Medical Practitioner reports, and employer reports. A failure to provide relevant information could delay processing of **your** claim.

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

Any costs involved in obtaining or collecting required or supporting information for the claim form part of **your** responsibility and is not claimable.

Dependent on the specific circumstances of the claim and as per the terms of this **policy**, an excess or a waiting period may be applicable:

Excess: amount payable by **You** when a claim is made (per claim per event)

Waiting Period: a consecutive number of days during which no benefits are payable (shown in the policy schedule under each applicable benefit).

Any claim paid in respect of the Weekly **injury** Benefit or Weekly **sickness** Benefit is subject to personal income tax. Where **we** are required to do so, **we** will withhold personal income tax amounts from claim payments **we** make and forward these amounts to the Australian Taxation Office on behalf of the Insured or Insured Person and a summary of amounts withheld will be specified on claims payment letters. **We** cannot provide taxation advice and **you** should consult an authorised tax advisor if there are any questions that relate to **your** particular circumstances.

## Claim Offset

The weekly **benefits** payable for **insured events** 28, 29, 30, and 31 will be reduced by the amount of any other weekly **benefit** the **insured person** is entitled to receive under any statutory workers compensation or Transport Accident Compensation Scheme or legislation or any insurance policy specifically covering the same risk, so that the **benefit** payable under the **policy** will be the amount by which the **benefit** payable under the **policy** exceeds the other **benefits** to which the **insured person** is entitled.

## Taxation Implications

Depending upon **you** or **your** Company's entitlement to claim Input Tax Credits under the **policy**, **we** may reduce the payment of a claim by the amount of any Input Tax Credit.

A claim paid in respect of weekly **benefits**, for example under **Section D or E** (Weekly **Benefits - Bodily Injury** or Weekly **Benefits - Sickness**) in the **policy**, is subject to personal income tax and it is the **insured person's** responsibility to declare such **benefit** when completing his or her usual tax return.

An **insured person** should consult his or her tax accountant in relation to any questions about his or her circumstances.

## Privacy Statement

In this Privacy Statement the use of "**we**", "**our**" or "**us**" means 360 Accident and Health, its related bodies corporate, and the Insurers unless specified otherwise.

In this Privacy Statement, the use of "personal information" includes sensitive information.

**We** are committed to protecting the privacy of the personal information **you** provide to **us**.

The *Privacy Act 1988* contains the Australian Privacy Principles which require **us** to tell **you** that **we** collect, handle, store and disclose **your** personal and sensitive information for the specific purpose of:

- + deciding whether to issue a **policy**;
- + determining the terms and conditions of **your policy**;
- + compiling data to help develop and identify other products and services that may interest clients; and
- + handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- + whether the information or opinion is true or not;
- + whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

**You** have given **us your** consent to collect, use and disclose **your** personal and sensitive information in order to provide **you** with the relevant services and/or products.

When **you** give **us** personal information about other individuals, **we** rely on **you** to have made or make the individual aware that **you** will or may provide their personal information to **us** and the types of other parties and service providers **we** may provide it to, the relevant purposes **we** and the other parties and service providers will use it for, and how they can access it. If **you** have not done or will not do either of these things, **you** must tell **us** before **you** provide the relevant personal information to **us**.

**We** disclose personal information to other parties and service providers whom **we** believe are necessary to assist **us** and them in providing the relevant services and/or products. For example, in handling claims, **we** may have to disclose **your** personal and other information to other parties and service providers such as **our** claim management partner, other Insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. **We** limit the use and disclosure of any personal information provided by **us** to them to the specific purpose for which **we** supplied it.

**We** may disclose **your** personal information to **our** Insurers, reinsurers, related entities and service providers overseas, including but not limited to New Zealand, Singapore, United Kingdom, the Philippines, India, the European Union and the United States of America.

If **you** do not provide the personal information requested and/or do not provide **us** with **your** consent to the use and disclosure of **your** personal information as set out in this Privacy Statement, **your** insurance application may not be accepted, or **we** may not be able to administer **your policy**, or **you** may be in breach of **your** duty of disclosure, the consequences of which are set out under the heading *Duty of Disclosure* in this document.

If **you** would like a copy of **our** Privacy Policies, would like to seek access to or correct **your** personal information, opt out of receiving materials **we** send, complain about a breach of **our** privacy or **you** have any query on how **your** personal information is collected or used, or any other query relating to **our** Privacy Policies, please contact **us**.



## General Insurance Code of Practice

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)

## Complaints and disputes

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 **360 Accident and Health** or **your** claims handler in the first instance.

360 Accident & Health **ABN 25 623 247 978** is an Authorised Representative (**AR 1262596**) of 360 Underwriting Solutions Pty Ltd **ABN 18 120 261 270, AFSL 319181**.

### Complaints Officer

#### 360 Accident & Health

Email. [ah@360uw.com.au](mailto:ah@360uw.com.au)  
Telephone. 1800 411 580  
Suite 1, Level 18  
201 Kent Street  
Sydney 2000

**We** will acknowledge receipt of **your** complaint and do **our** utmost to resolve the complaint to **your** satisfaction within 10 business days.

If **we** cannot resolve **your** complaint to **your** satisfaction, **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  
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.

**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)  
GPO Box 3 Melbourne VIC 3001  
[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.

In the event of a claim arising under this Insurance immediate notice should be given to: [ah@360uw.com.au](mailto:ah@360uw.com.au)

## Several Liability

The liability of an Insurer under this contract is several and not joint with other Insurers party to this contract. An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an Insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in the **policy schedule**.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an Insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with any other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract. The business address of each member is:

**Lloyd's**  
One Lime Street,  
London, EC3M 7HA

The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various parts in this clause to "this contract" in the singular, where the circumstances so require, this should be read as a reference to contracts in the plural. The Insurers named hereon bind themselves each and for their own part and not one for another.

Each Insurer's liability under this contract shall not exceed that percentage or amount of the risk shown against that Insurer's name.

## When an Insured Person can Access the Policy

An **insured person** may only make a claim for **benefits** for which cover is available in accordance with the **policy** terms and conditions, limitations and exclusions.

An **insured person's insurance period** begins on the date the **insured person** is added to the **policy** by **us** at request of the policyholder and ends on the earlier of:

- + the time they cease to be an **insured person**;
- + the time the policyholder requests that such **insured person** no longer has access to **benefits** under the **policy**;
- + the date the **policy** ends in accordance with the **policy** or law (for example, when the **insurance period** ends, the **policy** is not renewed or is cancelled).

**We** are not obliged to notify an **insured person** of termination of the **policy**.

## Sanctions

**We** will not provide cover and **we** will not 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 **us** or the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the Commonwealth of Australia, the United Kingdom or the United States of America.

## Other Insurance

In the event of a claim, the policyholder and/or **insured person** must advise **us** if there are any other insurance policies that may be available to pay or partially pay that claim.

## Alteration of Risk

**You** must tell **us** as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of damage, injury liability or **loss**.

## Service of Suit

The Insurers accepting this insurance agree that:

- + if a dispute arises under this insurance, this insurance will be subject to Australian Law and Practice and the Insurers will submit to the jurisdiction of any competent court in the Commonwealth of Australia;
- + any summons, notice or process to be served upon the Insurers will be served upon:

**Lloyd's Underwriters' General Representative  
in Australia**

Level 9, 1 O'Connell Street,  
Sydney, NSW 2000  
Telephone. 02 8298 0700

If a suit is instituted against any of the Insurers, all Insurers participating in this insurance will abide by the final decision of such court or Appellate Court.

## Preparation Date

This PDS was prepared on 22 September 2021.

## Updating this PDS

Information in this PDS may need to be updated from time to time. **You** can obtain a paper copy of any updated information without charge by contacting **us** or **your** Insurance Broker. Should this PDS need to be updated, **we** will provide **you** with a new PDS or a Supplementary PDS outlining these changes.

# Definitions



Accident & Health

In the **policy** and PDS:

**Accident** means:

A sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the **insurance period** and whilst the person is an **insured person**. The word accidental shall be construed accordingly.

**Accidental death** means:

Death occurring as a result of a **bodily injury**.

**Aggregate limit of liability** means:

the maximum amount **we** will pay for all claims arising from **insured events** which occur during the **insurance period**. The aggregate limit of liability is shown in the **schedule**.

**Benefit(s)** mean:

Any benefit to which an **insured person** is entitled under the **policy**.

**Benefit period** means:

The maximum period for which a weekly **benefit** payment may be paid to or for the **benefit** of an **insured person**.

**Bodily injury** means:

A bodily injury resulting solely and directly from an **accident** and which occurs independently of any **sickness** or any other cause, where the bodily injury and **accident** both occur during the **insurance period** and whilst the person is an **insured person**. It does not mean a **sickness** or illness or disease; or any pre-existing or aggravation of a pre-existing physical, congenital or degenerative condition (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any bodily injury).

**Civil war** means:

Armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition is armed rebellion, revolution, sedition, insurrection, Coup d' Etat, the consequences of martial law.

**Doctor** means:

A legally registered medical practitioner who is not an **insured person** or their relative.

**Effective period of cover** means:

The date the **insured person** is added to the **policy** by **us** at request of the **insured** and ends on the earlier of:

- I. the time they cease to be an **insured person**;
- II. the time the **insured** requests that such **insured person** no longer has access to **benefits** under the **policy**; or
- III. the date the **policy** ends in accordance with the **policy** or law (for example, when the **insurance period** ends, the **policy** is not renewed or is cancelled).

**We** are not obliged to notify an **insured person** of termination of the **policy**.

**Employee** means:

Any person in the **insured's** service including directors (executive and non-executive), consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **insured's** behalf.

**Excess period** means:

The period stated in the **schedule** during which no **benefits** are payable for Temporary, Total or Partial Disablement. The number of days constituting each excess period must be served consecutively.

**Foot** means:

The entire foot below the ankle.

**Fracture(d)** means:

A break or crack of a bone.

**Hand** means:

The entire hand below the wrist.

**Insurance period** means:

The period stated in the **schedule**.

**Insured** means:

The entity or entities specified as the insured in the **schedule**.

**Insured event(s)** means:

The event(s) described in each Table of Events as set out in Sections A, B, C, D, E, F, G and H and are defined by individual number.

**Insured person** means:

Any person who is shown in the **policy schedule** as an insured person and/or meets the eligibility criteria under this **policy**, is nominated by the **insured**, agreed to by **us** and with whom premium has been paid or agreed to be paid for.

**Limb** means:

The entire limb between the shoulder and the wrist or between the hip and the ankle.

**Loss** 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**.

**Non-scheduled flight** means:

Any flight that is not operating under a regular published flight schedule or timetable.

**Permanent** means:

Disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

**Policy** means:

The **policy wording**, the PDS and the **schedule** and any additional endorsements which **we** subsequently issue to **you**.

**Policy wording** means:

This document.

**Pre-existing condition** means:

Any **bodily injury, sickness, disease, disability, syndrome** or other condition, including any symptoms or side effects of these:

- I. which the **insured person** is aware, or a reasonable person in the circumstances would be expected to have been aware in the three (3) year period prior to the **insured person** being covered by this **policy**;
- II. which the **insured person** has sought or received medical attention, counselling, undergone tests or taken prescribed medication, in the three (3) years prior to the **insured person** being covered by this **policy**; or
- III. that is a terminal condition of which the **insured person** has been diagnosed at any time prior to the **insured person** being covered by this **policy**.

**Professional sport** means:

Any sport for which an **insured person** receives any fee, monetary reward or sponsorship as a result of their participation.

**Salary** means:

- I. in the case of a salaried **employee** (not otherwise covered below under II. or III.), their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the date of **temporary partial disablement** or **temporary total disablement** (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the **employee's** total remuneration package, they will be included as part of the **employee's** weekly pre-tax income; or
- II. in the case of a salary packaged **employee** or T.E.C. (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions (but excluding bonuses, commissions, overtime payments), averaged over the period of twelve (12) months immediately preceding the date of **temporary partial disablement** or **temporary total disablement** (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the **employee's** total remuneration package, they will be included as part of the **employee's** weekly pre-tax income; or
- III. in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the date of **temporary partial disablement** or **temporary total disablement** (whichever is relevant) or over such shorter period as they have been self-employed.

**Schedule** mean:

The schedule attached to the **policy wording** or subsequently substituted schedule.

**Sickness** means:

An illness or disease which is not a **pre-existing condition** and which must continue for a period of not less than seven (7) days from the date an **insured person** first sought treatment for the sickness from a **doctor**.

**Sublimit of liability** means:

The maximum amount **we** will pay for all claims for **insured events** arising out of **non-scheduled flights** during the **insurance period**. The sublimit of liability is shown in the **schedule**.

**Temporary partial disablement** means:

The temporary inability of the **insured person** to participate in a substantial part of their usual employment, occupation or business activities, while they are under the regular care of and acting in accordance with the treatment, instructions or advice of a **doctor**.

**Temporary total disablement** means:

Temporary disablement which totally restricts an **insured person** from performing his or her usual occupation or employment activities, or any other occupational or employment activities for which the **insured person** has the experience, skills, education or training.

**Tooth/teeth** means:

A sound and natural permanent tooth but does not include first or baby teeth, implants, prostheses or other dental restorations.

**Total disablement** means:

Disablement which totally restricts an **insured person** from performing his or her usual occupational or employment activities, or any other occupational or employment activities for which the **insured person** has the industry knowledge, experience, skills, education or training. If the **insured person** is not employed, it means disablement which prevents the **insured person** from participating in any and every occupation for the remainder of his or her life.

**You/your** means:

The **insured** named in the **schedule**.

**War** means:

War, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**We/our/us** means:

360 Accident and Health Pty Ltd (**ACN 623 247 978**) as an Authorised Representative of 360 Underwriting Solutions Pty Ltd (360 Underwriting) **ABN 18 120 261 270 AFSL 319 181**, of Suite 1, Level 18, 201 Kent Street, Sydney, NSW 2000 for and on behalf of Certain Underwriters at Lloyd's.

# Policy Wording

## Personal Accident – Bodily Injury

We will pay **benefits** as set in the Table of Events Table Numbers 1, 2, 4, 6 and 7 for a **bodily injury** of an **insured person** if:

- I. the **insured event** occurs during the **insurance period**; and
- II. an amount is showing on the **schedule** for that **insured event** against Sections A, B, D, F or G.

## Sickness

We will pay **benefits** as set in the Table of Events Table Numbers 3 and 5 for the **sickness** of an **insured period** if:

- I. the **insured event** occurs during the **insurance period**; and
- II. an amount is showing on the **schedule** for that **insured event** against Sections C or E.

## Section A – Lump Sum Benefits

If, as a result of a **bodily injury**, an **insured person** suffers any of the **insured events** listed below in Table 1, we will pay the **benefits** set out in Table 1.

Cover only applies under Section A if the **insured event** occurs within twelve (12) months of the date of **bodily injury**.

**Table of Insured Events – Table 1**

Insured Events	Benefit
	As a percentage of the amount as shown against the <b>schedule</b> on the <b>Section A – Lump Sum Benefits</b> .
1. <b>Accidental Death</b>	100%
2. <b>Permanent Total Disablement</b>	100%
3. <b>Permanent</b> and incurable paralysis of all <b>limbs</b>	100%
4. <b>Loss</b> of sight of both eyes	100%
5. <b>Loss</b> of sight one (1) eye	100%
6. <b>Loss</b> of one (1) or more <b>limbs</b>	100%
7. <b>Permanent</b> and incurable insanity	100%
8. <b>Loss</b> of the lens of	
a) both eyes	100%
b) one (1) eye	60%
9. <b>Permanent loss</b> of hearing	
a) in both ears	100%
b) in one (1) ear	30%
10. Third degree burns resulting in disfigurement which covers more than 40% of the entire body	80%
11. Second degree burns resulting in disfigurement which covers more than 20% of the entire external body	25%
12. <b>Permanent loss</b> of	
a) four (4) fingers and thumb of either <b>hand</b>	80%
b) four (4) fingers of either <b>hand</b>	50%
13. <b>Permanent loss</b> of one thumb	
a) (two (2) joints) of either <b>hand</b> - each	40%
b) one thumb (one (1) joint) of either <b>hand</b> - each	20%

<b>14. Permanent loss</b> of one finger	
a) (three (3) joints) of either <b>hand</b> - each	15%
b) (two (2) joints) of either <b>hand</b> - each	10%
c) (one (1) joint) of either <b>hand</b> - each	5%
<b>15. Permanent loss</b> of	
a) all toes of either <b>foot</b>	15%
b) great toe (two (2) joints) of either <b>foot</b>	5%
c) great toe (one (1) joint) of either <b>foot</b>	3%
d) of toes, other than great toe, of either <b>foot</b> - each toe	1%
<b>16. Fractured</b> leg or patella with established non-union	10%
<b>17.</b> Shortening of a leg by at least 5cm	7.5%
<b>18. Permanent Total Disablement</b> not otherwise provided for under <b>insured events</b> 8b and 9b -17 inclusive	Such a percentage of the amount showing against the <b>schedule</b> as <b>we</b> shall in <b>our</b> absolute discretion, acting reasonably, determine and being in <b>our</b> reasonable opinion consistent with the <b>benefits</b> provided under <b>insured events</b> 8b and 9b - 17 inclusive. The maximum amount payable is 75% of the amount showing on the <b>schedule</b> against Section A - Lump Sum <b>Benefits</b> up to a maximum of \$100,000.

## Section B – Surgical Lump Sum Benefits – Bodily Injury Resulting in Surgery

If, as a result of a **bodily injury** occurring outside Australia, an **insured person** suffers any of the **insured events** listed below in Table 2, **we** will pay the **benefits** set out in Table 2.

Cover only applies for an **insured event** under Section B if:

- I. an amount is shown on the **schedule** against Section B - Surgical Lump Sum **Benefits - Bodily Injury** Resulting in Surgery;
- II. the surgery is undertaken outside and before **your** return to Australia; and
- III. the **bodily injury** results directly in the **insured event** and the surgery is carried out within twelve (12) months of the date of **injury**.

**Table of Insured Events – Table 2**

<b>Insured Events</b>	<b>Benefit</b>
	As a percentage of the amount as shown against the <b>schedule</b> on the <b>Section B – Lump Sum Benefits – Bodily Injury</b> Resulting in Surgery.
<b>19.</b> Craniotomy	100%
<b>20.</b> Amputation of <b>limb</b>	50%
<b>21.</b> <b>Fracture</b> of a <b>limb</b> requiring open reduction	50%
<b>22.</b> Dislocation requiring open reduction	25%
<b>23.</b> Any other surgical procedure carried out under a general anaesthetic	5%

## Section C – Surgical Lump Sum Benefits – Sickness Resulting in Surgery

If, as a result solely and directly of **sickness** first manifesting itself outside Australia, an **insured person** suffers any of the **insured events** listed below in Table 3, we will pay the **benefits** set out in Table 3.

Cover only applies for an **insured event** under Section C if:

- I. an amount is shown on the **schedule** against Section C – Lump Sum **Benefits - Sickness** Resulting in Surgery;
- II. the surgery is undertaken outside and before **your** return to Australia; and
- III. the **sickness** results directly in the **insured event** and the surgery is carried out within twelve (12) months of the first manifestation of the **sickness**.

**Table of Insured Events – Table 3**

Insured Events	Benefit
	As a percentage of the amount as shown against the <b>schedule</b> on the <b>Section C – Lump Sum Benefits – Sickness</b> Resulting in Surgery.
24. Open heart surgical procedure	100%
25. Brain surgery	50%
26. Abdominal surgery carried out under general anaesthetic	50%
27. Any other surgical procedure carried out under a general anaesthetic	5%

## Section D – Weekly Benefits – Bodily Injury

If, as a result of **bodily injury**, an **insured person** suffers any of the **insured events** listed below in Table 4, we will pay the **benefits** set out in Table 4.

Cover only applies for an **insured event** under Section D if:

- I. an amount is shown on the **schedule** against Section D - Weekly **Benefits – Bodily Injury**;

- II. the **excess period** as shown on the **schedule** has been served by the **insured person**; and
- III. the **bodily injury** results directly in the **insured event** which must occur within twelve (12) months of the date of the **bodily injury**.

All **benefits** under Section D are subject to the **benefit period**, **excess period** and percentage of **salary** shown on the **schedule**. No **benefit** shall be payable in excess of the percentage of **salary** shown on the **schedule**. No **benefit** shall be payable in excess of the amount shown on the **schedule** against **insured event** 28.

**Table of Insured Events – Table 4**

Insured Events	Benefit
28. Temporary Total Disablement	During such disablement, the weekly <b>benefit</b> shown on the <b>schedule</b> against <b>Section D - Weekly Benefits – Bodily Injury</b> but not exceeding the <b>salary</b> of the <b>insured person</b> .
29. Temporary Partial Disablement	<ol style="list-style-type: none"> <li>I. If the <b>insured person</b> returns to work in a reduced capacity, the <b>benefit</b> amount payable shall be the difference between the <b>benefit</b> payable for Event 28 and the <b>salary</b> of the <b>insured person</b>; or</li> <li>II. If the <b>insured person</b> does not return to work, the <b>benefit</b> payable shall be 40% of the <b>benefit</b> payable for Event 28.</li> </ol>



## Section E – Weekly Benefits – Sickness

If, as a result solely and directly of **sickness**, an **insured person** suffers any of the **insured events** listed below in Table 5, we will pay the **benefits** set out in Table 5.

Cover only applies for an **insured event** under Section E if:

- I. an amount is shown on the **schedule** against Section E - Weekly Benefits - Sickness;
- II. the **excess period** as shown on the **schedule** has been served by the **insured person**; and
- III. the **sickness** results directly in the **insured event**, which must occur within twelve (12) months of the date of the first manifestation of the **sickness**.

All **benefits** under Section E are subject to the **benefit period**, **excess period** and percentage of **salary** as shown on the **schedule**. No **benefit** shall be payable in excess of the percentage of **salary** as shown on the **schedule**. No **benefit** shall be payable in excess of the amount shown on the **schedule** against **insured event 30**.

**Table of Insured Events – Table 5**

Insured Events	Benefit
30. Temporary Total Disablement	During such disablement, the weekly <b>benefit</b> shown on the <b>schedule</b> against Section E - Weekly Benefits – Sickness but not exceeding the <b>salary</b> of the <b>insured person</b> .
31. Temporary Partial Disablement	<ol style="list-style-type: none"> <li>I. If the <b>insured person</b> returns to work in a reduced capacity, the <b>benefit</b> payable shall be the difference between the <b>benefit</b> payable for Event 30 and the <b>salary</b> of the <b>insured person</b>; or</li> <li>II. If the <b>insured person</b> does not return to work, the <b>benefit</b> payable shall be 40% of the <b>benefit</b> payable for Event 30.</li> </ol>

## Section F – Fractured Bones Benefits – Bodily Injury

If, as a result of a **bodily injury**, an **insured person** suffers any of the **insured events** listed below in Table 6, we will pay the **benefit** set out in Table 6.

Cover only applies for an **insured event** under Section F if:

- I. an amount is shown on the **schedule** against Section F - Fractured Bones Benefits – Bodily Injury; and
- II. the **bodily injury** results directly in the **insured event**.

More than one **insured event** can be claimed for in relation to any one **accident**, up to a combined maximum **benefit** of any one **accident** as shown on the **schedule** against Section F – Fractured Bones Benefits – Bodily Injury.

**Table of Insured Events – Table 6**

Insured Events	Benefit
Fracture of:	As a percentage of the Sum shown against the <b>schedule</b> on Section F – Fractured Bones Benefits - Bodily Injury.
32. Neck, skull, or spine (complete <b>fracture</b> )	100%
33. Hip, pelvis	75%
34. Shoulder blade	50%
35. Collarbone, upper leg	30%
36. Upper arm, kneecap, forearm, elbow	25%
37. Lower leg, jaw, wrist, cheek, ankle, <b>hand, foot</b>	20%
38. Rib	10%
39. Finger, thumb, toe	7.5%

## Section G – Dental Benefits – Bodily Injury

If, as a result of a **bodily injury**, an **insured person** suffers any of the **insured events** listed below in Table 7, **we** will pay the **benefit** set out in Table 7.

Cover only applies for an **insured event** under Section G if:

- I. an amount is shown on the **schedule** against Section G - Dental **Benefits - Bodily Injury**; and
- II. the **bodily injury** results directly in the **insured event**, which must occur within twelve (12) months of the date of the **injury**.

The maximum **benefit** payable, with respect to any one **bodily injury**, shall be \$250 per **tooth** up to a maximum of \$1,000 unless otherwise shown on the **schedule** against Section G - Dental **Benefits – Bodily Injury**.

**Table of Insured Events – Table 7**

Bodily injury resulting directly in the following dental treatment being carried out within twelve (12) months of the date of the bodily injury:	Benefit
40. Loss of <b>teeth</b> resulting in prosthetic replacement - per <b>tooth</b>	As a percentage of the amount shown against the <b>schedule</b> on Section G – Dental <b>Benefits - Bodily Injury</b> . 100%
41. Damage to <b>teeth</b> resulting in prosthetic restoration - per <b>tooth</b>	50%

## Section H – Additional Benefits under the Policy

### Exposure to the elements

If, as a result of a **bodily injury** occurring during the **insurance period**, an **insured person** is exposed to the elements and suffers from any of the **insured events** set out in any of the tables of **insured events** as a direct result of that exposure, **we** will pay **benefits** as provided for in the **schedule**.

### Disappearance

If an **insured person** disappears, following the disappearance, wrecking or sinking during the **insurance period** of a conveyance in which the **insured person** was travelling and their body has not been found within one (1) year after the date of disappearance, **we** will pay a compensation on the assumption that the **insured person** died as a result of a **bodily injury** at the time of the disappearance, wrecking or sinking of the conveyance.

### Return to work assistance

On the occurrence of **insured events** 28, 29, 30, or 31, **we** will reimburse expenses incurred for participation in a return to work program, retraining program, or rehabilitation program by the **insured person**, provided that such participation is undertaken with **our** written consent and the agreement of the **insured person's doctor**. This **benefit** will be limited to the actual costs incurred by the **insured person** not exceeding the amount stated in the **schedule**.

### Escalation Benefit (Weekly Benefit increase after 12 months)

After payment of the **benefit** amount under **insured events** 28, 29, 30, or 31 continuously for twelve (12) months, and again after for each subsequent period of twelve (12) months for which a **benefit** is payable, the **benefit** will be increased by five percent (5%) per annum on a compound basis.

### Transport to and from work benefit

On the occurrence of **insured events** 29 or 31 and in the event that an **insured person** requires transportation assistance in order to get to and from his or her usual place of employment due to his or her disablement, **we** will refund upon receipt of tax invoices, reasonable actual transport costs to a maximum amount as stated in the **schedule**. Transportation assistance must be provided by a licensed public transportation provider, such as a taxi, bus, train, tram, ferry operator or the like. The provider of the transportation cannot be someone who is either related to, or lives with the **insured person**.

### Re-imbursement of professional or membership fees

On the occurrence of any of **insured events** 1 – 8a, 9a, 28 or 30, and where an **insured person** will no longer reasonably derive any **benefit** from membership of a professional association, union, industry body or similar organisation directly related to their employment, **we** will reimburse the **insured person**, on a pro rata basis from the date of **bodily injury** or **sickness** for a maximum of two (2) memberships, upon actual receipt of tax invoices up to a maximum amount as stated in the **schedule**.

## General Conditions applying to the Policy

1. **Benefits** will not be payable for more than one of the **insured events** 1-18 arising out of the same **injury**. In that event, the highest **benefit** applicable will be payable.
2. Further, any **benefit** payable for **insured events** 1-18 will be reduced by any **benefit** paid or payable for **insured events** 28 and 29 in respect of the same **injury**.
3. No weekly **benefits** will be payable for **insured events** 28, 29, 30, or 31 greater than one hundred and fifty-six (156) weeks in total in respect of any one **bodily injury** or **sickness**, unless otherwise stated on the **schedule**. The maximum period commences from the time the **insured person** first sought medical treatment and/or advice following the bodily injury or sickness.
4. **Benefits** will not be payable for more than one of the **benefits** described in Section B Table 2 for **insured events** 19 to 23 inclusive or in Section C, Table 3 for **insured events** 24 to 27 inclusive, in respect of any one **bodily injury** or **sickness**.
5. Unless otherwise stated on the **schedule**, **benefits** payable to **insured persons** under eighteen (18) years of age for **insured events** 1-18 will be 10 percent (10%) of the lowest **benefit** stated in the Table of **Benefits** relating to **insured events** 1-18.
6. We will pay one-fifth (1/5th) of the weekly **benefits** for each day of disablement where disablement lasts for less than a week after expiry of the **excess period** for **insured events** 29 and 31.
7. The weekly **benefits** payable for **insured events** 28, 29, 30, or 31 will be reduced by the amount of any other weekly **benefit** the **insured person** is entitled to receive under any statutory workers' compensation or transport **accident** compensation scheme or legislation or any insurance policy specifically covering the same risk, so that the **benefit** payable under the **policy** will be the amount by which the **benefit** payable under the **policy** exceeds the other **benefits** to which the **insured person** is entitled.
8. If, as a result of **bodily injury** or **sickness**, **benefits** become payable under Section D or Section E and whilst the **policy** is in force, the **insured person** suffers a recurrence of **insured events** 28, 29, 30, and 31 from the same **bodily injury** or **sickness**, the subsequent period of disablement will be a continuation of the prior period unless, between such periods, the **insured person** has held full time work for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new **bodily injury** or **sickness** and a new **excess period** shall apply.
9. No cover is provided under the **policy** for **insured events** which occur on or after the date an **insured person** reaches the age of seventy-five (75), unless otherwise indicated on the **schedule**.

10. Unless an **insured person** otherwise directs, all **benefits** shall be paid to the **insured person**, or, in the case of the **insured person's** death, to the **insured person's** legal personal representative.

## General Exclusions applying to the Policy

No **benefits** are payable under the **policy** for any **insured event** resulting from **bodily injury** or **sickness**;

1. Which is intentional, deliberate, self-inflicted or caused by an **insured person**, including suicide or attempted suicide, whether sane, insane or under any mental distress.
2. Which occurs as a result of any criminal or illegal act committed by an **insured person**.
3. Which occurs as a result of an **insured person** driving any vehicle whilst under the influence of alcohol equal to or above the prescribed legal limit or whilst under the effects of psychoactive, psycho pharmaceutical or psychotropic drug or substance.
4. Which occurs whilst an **insured person** is under the effects of alcohol, psychoactive, psycho pharmaceutical or psychotropic drug or substance.
5. Which occurs as a result of **war**, invasion or **civil war**.
6. Which results from an **insured person** piloting aircraft.
7. Which results from an **insured person** participating, training or taking part in **professional sports** of any kind.
8. Which is wholly or partly caused by childbirth or pregnancy or any complications of these.
9. Which is in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination.
10. Which is or results from a sexually transmitted disease or infection, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection.
11. Which results from an **insured person** directly or indirectly suffering from psychological, nervous, emotional or behavioural conditions, stress, depression, or other mental illness unless the **insured person** is being treated by or has been referred to a psychiatrist, psychologist or similar specialist.
12. Which results from any **pre-existing condition**.
13. If the payment of any such **benefit** would constitute the carrying on of "health insurance business" as defined under any Commonwealth health legislation and regulations.
14. If the payment of such claim or provision of such **benefit** would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## General Provisions under the Policy

### 1. Aggregate limit of Liability

We shall not be liable to pay any **benefits** under the **policy** in excess of the **aggregate limit of liability**. If this amount is not adequate to pay all claims in full, then **we** will reduce the **benefit** payable to each **insured person** proportionately, so that the total of all payments does not exceed the **aggregate limit of liability**.

### 2. Sublimit of Liability

We shall not be liable to pay any **benefits** under the **policy** in excess of the **sublimit of liability** applying to **non-scheduled flights**. If this amount is not adequate to pay all claims in full, **we** will reduce the **benefit** payable to each **insured person** proportionately, so that the total of all payments does not exceed the **sublimit of liability**.

### 3. Currency

All **benefits** paid under the **policy** will be paid in Australian Dollars (AUD) unless otherwise specified on the **schedule**.

### 4. Governing Law and Jurisdiction

The **policy** is governed by the laws of the Commonwealth of Australia and the State or Territory where the **policy** was issued. Any disputes relating to interpretation shall be submitted to the exclusive jurisdiction of the Courts of Australia.

### 5. Co-operation

- + **you** or any **insured person** will frankly and honestly provide **us** with all information and assistance reasonably required by **us** and or **our** representatives appointed by **us** in relation to any claim or **loss**. Any unreasonable failure to comply with this obligation may entitle **us** to deny cover for the claim or **loss**, in whole or part;
- + **you** or any **insured person** will do all things reasonably practicable to minimise **our** liability in respect of any claim or **loss**.

### 6. Subrogation and our right of recovery

We can exercise any right of recovery held by **you** or any **insured person** to the extent of any **benefits** payable under the **policy**. **You** or any **insured person** must not do anything that reduces such rights, and **you** or any **insured person** must provide **us** with all reasonable assistance in pursuing such rights. If **you** or any **insured person** have agreed to not to seek compensation from another source that is liable to compensate **you** or any **insured person** in regards to a **benefit** payable under the **policy**, **we** will not cover **you** or any **insured person** under the **policy** for that **loss**, damage or liability.





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Accident & Health

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