

Group Personal Accident & Sickness
Product Disclosure Statement
and Policy Wording
BGPAS0224

Batch
Accident & Health

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PRODUCT DISCLOSURE STATEMENT ('PDS')

ABOUT BATCH UNDERWRITING PTY LIMITED

This PDS has been prepared by Batch Underwriting Pty Ltd.

Batch Underwriting Pty Ltd (ABN 15 670 264 767) ('Batch') is an Authorised Representative 00130615 of Halo Underwriting Pty Ltd, Australian Financial Services Licence No 237267. Batch acts under a binding authority granted to it by the Insurer, certain Underwriters at Lloyds, and their nominated representative.

Batch Underwriting has the authority to administer, issue policies, alterations, and renewals for the insurer.

ABOUT THE INSURER

This insurance is underwritten by certain Underwriters at Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert Underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex, and critical insurance needed to underwrite human progress. Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the Insured world - building resilience for businesses and local communities and strengthening economic growth around the world.

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. **We** proudly support the Code.

For further information on the Code please visit www.codeofpractice.com.au or alternatively **You** can request a brochure on the Code from **Us**.

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.

WHAT IS A PRODUCT DISCLOSURE STATEMENT

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 valuable information required under the *Corporations Act 2001 (Cth)* (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 the **Policy Wording**.

GENERAL ADVICE

Any general advice contained within the **Policy Wording**, PDS or accompanying documents does not consider **You** or any **Insured Person's** personal situation, financial objectives, or needs.

WORDS WITH SPECIAL MEANINGS

For the purpose of reading this PDS and **Your Policy Wording**, some words have a special meaning for the terms **We** have used, which are provided in the General Definitions section of this **Policy Wording**. Any word or expression to which a special meaning has been given in any part of this **Policy** shall bear this meaning and is shown in **bold** and capitals. Please note words in a singular may be plural and vice versa dependent on the context that cover is provided.

A reference in this **Policy** to any legislation or legislative provision includes any statutory modification or replacement or re-enactment of, and any sub-ordinate legislation issued under, that legislation or legislative provision.

KEY BENEFITS OF YOUR POLICY

You can select various cover options against a range of Events including:

- ⑩ **Injury** resulting in Death, **Permanent Total Disablement** and specified **Permanent Total Loss** (refer to Section A under Table of Events in the **Policy Wording**);
- ⑩ Weekly Injury Benefit for **Injury** resulting in **Temporary Total Disablement** or **Temporary Partial Disablement** (refer to Section B under Table of Events in the **Policy Wording**);
- ⑩ Weekly Sickness Benefit, for **Sickness** (as defined) causing **Total Disablement** or **Temporary Partial** refer to Section C under Table of Events in the **Policy Wording**);
- ⑩ Batch Care benefits may be available under Section D of the **Policy**, these enhanced benefits supplement the Compensation under Sections A, B or C.

Details of the key benefits for all sections of cover are contained in the **Policy Wording** under the Table of Events.

Cover for each of the above is subject to acceptance of the risk by the issuer/**Insurer**.

HOW TO APPLY FOR GROUP ACCIDENT & SICKNESS INSURANCE

To apply for the **Policy**, **You** will need to complete an application 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.

POLICY COST, PAYMENT, AND TAXATION IMPLICATIONS

We will provide the cover described in the **Policy Wording**, subject to its terms and conditions, for the **Policy Period**.

The cover under the **Policy** commences upon the payment of the premium unless otherwise agreed in writing. The cost of **Your Policy** is the total premium including taxes and charges due as detailed on the **Schedule**. It is calculated prior to the commencement of the **Policy Period** based on the information **You** supply on **Your** application form and the **Insurer's** assessment of the risk. The cost of insurance is shown on **Your** quote and includes taxes and statutory charges (such as stamp duty and GST).

Each year thereafter and prior to the **Policy** anniversary, if **We** offer **You** terms to renew the **Policy**, **We** will advise **You** of the premium for the new **Policy** year. A premium adjustment may be charged by us for variations or endorsements to the **Policy** that **You** request mid-**Policy** year, and **We** agree to provide.

The premium is calculated based on **Your** specific risk profile which may include:

- (a) the sums insured;
- (b) the **Insured Person's** medical history, age and claims history;
- (c) any restrictions or extensions to the **Policy** cover; and
- (d) previous insurance history.

We may increase or decrease **Your** premium from the renewal date, but **We** will advise **You** when **We** propose to do this.

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:

- (a) cancel the **Policy**; and
- (b) decline any claim under the **Policy**.

Depending on **Your** entitlement to claim GST credits under this **Policy**, **We** may reduce the payment of any claim by the amount of any GST credit. An **Insured Person** should consult his or her tax accountant in relation to any questions about his or her circumstances.

COOLING OFF PERIOD

You have a 21-day cooling off period starting from the date cover commences, where **You** have the right to return the **Policy** to **Us** and **We** will refund all of the premium **You** paid. **Your Policy** will be cancelled effective from the start date of the **Policy**. **You** must advise **Us** in writing by letter or email. **You** are not entitled to a refund if **You** have made a claim under the **Policy** during the cooling-off period, but **You** still reserve **Your** rights to cancel the **Policy**.

YOUR DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

Your application for insurance cover will be treated as if **You** are applying for a 'consumer insurance contract.' Before the contract of insurance is entered into, **You** have a legal duty to take reasonable care not to make a misrepresentation to the insurer under the Insurance Contracts Act 1984 (Cth). It is very important that **You** comply with **Your** duty, as this may impact on **Your** insurance cover. **You** have the same duty to take reasonable care not to make a misrepresentation and to disclose those matters to **Us** before **You** renew, extend, vary, or reinstate a contract of insurance.

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

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

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

We may later investigate the answers **You** provide to **Us**, for example, when a claim is made.

Guidance for answering **Our** questions:

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

When answering our questions, please:

- ⑩ Think carefully about **Your** responses. If **You** do not understand the question or require further explanation, please ask **Us** before responding;

- ⑩ Make sure **Your** responses are truthful, accurate and complete answers to every question that **We** ask **You**;
- ⑩ Please provide **Us** with all relevant information in response to **Our** questions. If **You** are unsure what information to include, please include it or check with **Us**, **Your** broker or adviser;
- ⑩ Do not assume that **We** will contact anyone else for the information **We** are asking **You** for;
- ⑩ Review each answer **You** have provided on **Your** insurance application carefully and make any corrections (if necessary) before submitting it to **Us**. **You** are responsible for the answers that **You** provide us, even if **You** have had help in preparing **Your** application, for example from **Your** broker, intermediary, advisor, or someone else.

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

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

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

If You do not comply with Your duty

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

- ⑩ Avoid **Your** insurance cover. This means that **Your** insurance contract and cover will be treated as if it never existed;
- ⑩ Change the amount of cover, for example the level of cover may be reduced;
- ⑩ Change the terms of **Your** insurance contract, for example certain events may be excluded from being covered.

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

If **We** suspect that **You** may have breached **Your** duty to take reasonable care not to make a misrepresentation, before **We** exercise any of the actions available to **Us**, **We** will:

- ⑩ Explain **Our** reasons why **We** believe **You** have breached **Your** duty; and
- ⑩ Provide **You** with an opportunity to respond and provide **Us** with further information.

If **We** decide to make changes to **Your** cover, **We** will notify **You** of **Our** decision and provide **You** with the review process and complaints procedure to follow if **You** disagree with **Our** decision.

If You need help

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

If **You** have any questions, please contact **Us**, **Your** broker or advisor.

PRIVACY NOTICE

This notice sets out how **Batch** collects, uses, and discloses personal information about:

You, if an individual; and other individuals **You** provide information about.

Further information about **Our** Privacy Policy is available at www.batchunderwriting.com

How We collect Your personal information

Batch usually collects personal information from **You** or **Your** agents. Batch may also collect personal information from:

- ⑩ **Our** agents and service providers;
- ⑩ other Insurers;
- ⑩ people who are involved in a claim or assist **Us** in investigating or processing claims, including third parties claiming under **Your Policy**, witnesses, and medical practitioners;
- ⑩ third parties who may be arranging insurance cover for a group that **You** are a part of;
- ⑩ providers of marketing lists and industry databases; and
- ⑩ publicly available sources

Why We collect Your personal information

Batch collects information necessary to:

- ⑩ underwrite and administer **Your** insurance cover;
- ⑩ maintain and improve customer service; and
- ⑩ advise **You** of **Our** and other products and services that may interest **You**.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in Batch declining cover, cancelling **Your** insurance cover, or reducing the level of cover, or declining claims.

To whom We disclose Your personal information

In the course of underwriting and administering **Your Policy** **We** may disclose **Your** information to:

- ⑩ entities to which Batch is related, reinsurers, contractors or third-party providers providing services related to the administration of **Your Policy**;
- ⑩ banks and financial institutions for **Policy** payments;
- ⑩ assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- ⑩ other entities to enable them to offer their products or services to **You**; and government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Batch is likely to disclose information to some of these entities located overseas, including in the following country: United Kingdom, as well as any country in which **You** have a claim, and such other countries as may be notified in **Our** Privacy Policy from time to time.

You may request not to receive direct marketing communications from Batch.

Access to Your personal information

Our Privacy Policy contains information about how **You** may access and seek correction of personal information **We** hold about **You**. In summary, **You** may gain access to **Your** personal information by submitting a written request to Batch or please contact **Us** by email at privacy@batchuw.com or call **Us** on 1800 956 556.

In some circumstances permitted under the Privacy Act 1988, Batch may not permit access to **Your** personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

Complaints

Our Privacy Policy also contains information about how **You** may complain about a breach of the applicable privacy principles and how **We** will deal with such a complaint.

If **You** have any concerns about how **We** are collecting and processing **Your** personal information, **You** may raise a complaint by email at enquiry@batchuw.com or contacting -

The Complaints Manager
Batch Underwriting Pty Limited
Email: enquiry@batchuw.com
Telephone: 1800 956 556
Address: The Commons, Level 4, 32 York Street, Sydney, NSW 2000

If **You** are dissatisfied with **Our** response, **You** may refer the matter to the Office of the Australian Information Commission (OAIC). The OAIC contact details can be found at www.oaic.gov.au

Consent

Your application includes a consent that **You** and any other individuals **You** provide information about consent to the collection, use and disclosure of personal information as set out in this Product Disclosure Statement (PDS).

HOW TO CONTACT US

Enquiries of a general nature should be addressed to Batch Underwriting Pty Ltd and should be sent to:

The Underwriting Manager
Batch Underwriting Pty Limited
Email: enquiry@batchuw.com
Telephone: 1800 956 556
Address: The Commons, Level 4, 32 York Street, Sydney, NSW 2000

CLAIMS: All enquiries specific to making a claim, notice of an event which is likely to give rise to a claim, please refer to the section below, How to Make a Claim.

COMPLAINTS: Any complaint relating to this **Policy**, please contact **Your** broker contact in the first instance and refer to the section below, How to Make a Complaint.

HOW TO MAKE A CLAIM

You or any person entitled to claim under this **Policy** must give **Us** or **Our** authorised agent 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:

Batch Underwriting Pty Limited
The Commons, Level 4, 32 York Street,
Sydney, NSW 2000
Australia
Email: claims@batchuw.com
Phone: 1800 956 556

Once notified of **Your** claim, Batch will provide **You** with all the necessary claim forms. **You** must complete these forms in full and return to Batch 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, an excess or a **Waiting Period** may be applicable.

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.

HOW TO MAKE A COMPLAINT

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 Batch Underwriting Pty Ltd in the first instance:

The Complaints Manager
Batch Underwriting Pty Limited
Email: enquiry@batchuw.com
Telephone: 1800 956 556
Address: The Commons, Level 4, 32 York Street, Sydney, NSW 2000

We will acknowledge receipt of **Your** complaint and do **Our** utmost to resolve the complaint to **Your** satisfaction within ten (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
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to **You** within thirty (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 thirty (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
Post: GPO Box 3 Melbourne VIC 3001
Website: 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:

- (a) 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;
- (b) 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;

- (c) 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.

SEVERAL LIABILITY NOTICE

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 on 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 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 points 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.

Preparation Date

This PDS was prepared on 10th January 2024.

Updating this PDS

We may need to update the information contained in this PDS when necessary. Should this PDS need to be updated, **We** will provide **You** with a new or supplementary PDS outlining these changes, except in limited circumstances where the information is not something that would be materially adverse from the point of view of a reasonable person deciding whether to acquire this insurance.

POLICY WORDING

POLICY CONDITIONS

All cover is subject to **You** paying or agreeing to pay the premium **We** require, and is subject to all the Terms, Provisos, Conditions and Exclusions of this **Policy** including the **Policy Schedules**.

DEFINITIONS

The following words have the special meaning explained below. These words will use capital letters and **bold** font.

Accident or Accidental means a sudden, fortuitous, violent, visible, and specific event caused external to the body which occurs at an identifiable time and place during the **Policy Period**.

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

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party).

Cyber Act means an unauthorised, malicious, or criminal act or series of related unauthorised, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Dependant Child(ren) means the dependant child(ren) of the **Insured Person** who are:

- (a) over 6 months of age and under 19 years of age; or
 - (b) under 25 years of age while they are full-time students at an accredited institution of higher learning;
- and at the time of an **Injury** or **Sickness** being diagnosed which gives rise to a claim under Section D of this **Policy** are primarily dependant on the **Insured Person** for maintenance and support.

Dependant Children include step or legally adopted children.

Doctor means a medical practitioner or medical specialist who is registered or licenced and is legally qualified to practice medicine under the laws of the country in which they practice other than a medical practitioner or medical specialist who is the **Insured Person**, the **Insured Person's** business partner or agent, the **Insured Person's** employer or employee or a **Close Relative**.

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

Foot means the entire foot below the ankle.

Hand means the entire hand below the wrist.

Hospital means any institution lawfully operated for the care and treatment of sick or injured persons with organized facilities for diagnosis and surgery (including operating theatres) in the same premises, with 24 hours daily nursing service by registered graduate nurses and operated under the supervision of **Doctor(s)**.

Income means

- (a) as regards to a salaried **Insured Person**, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- (b) as regards to a T.E.C. (i.e., total employee cost) or salary package **Insured Person**, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/ or salary, motor vehicle and/or

travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing, or meal allowances) before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or

- (c) as regards to a self-employed **Insured Person**, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income;

all derived during the 12-calendar month period immediately preceding the **Injury or Sickness** giving rise to the claim under this Policy.

Injury means a bodily Injury to an **Insured Person** resulting from an **Accident** and occurring independently of any other cause provided the Injury occurs on or after the **Insured Person's** cover commencement date as described under the period of individual cover in the **Policy Schedule**.

- (a) occurs to an **Insured Person** during a **Policy Period**; and
- (b) occurs on or after the **Insured Person's** Effective Date of Individual Insurance; and
- (c) results in any of the Events specified in the Table of Events found within this Policy within 12 calendar months from the date of such Injury.

Insured Person means any person(s) who come within the description of the insured persons appearing in the **Policy Schedule**, who are nominated by **You** from time to time for insurance under this **Policy** and with respect to whom premium has been paid or agreed to be paid.

Limb means the entire limb between the shoulder and the wrist or between the hip and the ankle.

Paraplegia means **Permanent** and entire paralysis of both legs and part or whole of the lower half of the body.

Permanent means lasting 12 consecutive months and at the end of that period is certified by a **Doctor** as being unlikely to materially improve for the remainder of the **Insured Person's** natural life.

Permanent Partial Disablement means that as a result of **Injury or Sickness** the **Insured Person** is wholly and continuously prevented from engaging in more than 50% of the duties of their usual occupation in Australia, which continues for 12 consecutive months and at that time is certified by a **Doctor** as being unlikely to materially improve for the remainder of the **Insured Person's** natural life.

Permanent Total Disablement means total disablement which continues for 12 consecutive months and at that time is certified by a **Doctor** as being unlikely to materially improve and entirely preventing the **Insured Person** forever from engaging in their usual occupation immediately prior to the **Injury** or any occupation for which he or she is reasonably qualified by training, education, or experience.

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.

Policy Period means the period shown in the **Policy Schedule** or subsequent Renewal Notice issued by **Us**.

Professional Sports means any sport for which an **Insured Person** receives any fee or monetary reward as a result of his or her participation.

Quadriplegia means **Permanent** and entire paralysis of both legs and both arms.

Schedule means the schedule attached to the **Policy Wording** or any subsequently substituted schedule.

Sickness means sickness or disease first contracted by an **Insured Person**, on or after the **Insured Person's** Effective Date of Individual Insurance, which results independently of any other cause in **Temporary Total Disablement**, provided that the **Temporary Total Disablement** occurs during the **Policy Period** and continues for a period of not less than seven consecutive days from the date of commencement of treatment by a **Doctor** who is not the **Insured Person** or a **Close Relative**.

Spouse means the husband or wife or any de facto partner with whom the **Insured Person** has continuously lived during the 3 months immediately prior to the commencement date of the insured person policy coverage.

Temporary Partial Disablement means that as a result of **Injury or Sickness** the **Insured Person** is wholly and continuously prevented from engaging in more than 50% of the duties of his or her usual occupation in Australia and is under the regular care of and acting in accordance with the instructions or professional advice of a **Doctor** who is not the **Insured Person** or a **Close Relative**.

Temporary Total Disablement means that as a result of **Injury or Sickness** the **Insured Person** is wholly and continuously prevented from engaging in his or her usual occupation in Australia and is under the regular care of and acting in accordance with the instructions or professional advice of a **Doctor** who is not the **Insured Person** or a family member.

Terrorist Activity including a threat, hoax or preparation of Terrorist Activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological, or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist Activity can include, but is not limited to actual harm to You, damage to Your property or the use of any application, software, or programme in connection with any electronic equipment (for example a computer, laptop, smartphone, tablet, or internet capable electronic device) or computer virus.

Total Loss means the total physical loss of the body part referenced in the Table of Events. Where that body part is a **Limb, Hand, Foot, Finger or Toe**, total loss means the total physical loss or loss of use of that body part referenced in the Table of Events, or for an eye entire and irrecoverable loss of sight in that eye or for an ear entire and irrecoverable loss of hearing in that ear or speech entire and irrecoverable loss of speech.

Waiting Period means a consecutive number of days during which no benefits are payable (shown in the **Policy Schedule** under each applicable benefit).

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/Insurer means Batch Underwriting Pty Ltd (ABN 15 670 264 767) ('Batch') as an Authorised Representative 00130615 of Halo Underwriting Pty Ltd, Australian Financial Services Licence No 237267 for and on behalf of Certain Underwriters at Lloyds and their nominated representatives.

You/Your/Insured means the **Insured** named in the **Policy Schedule**

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

1. Complying with Policy Conditions

You and/or the **Insured Person** must comply with all terms and conditions in this **Policy**. Failure to comply could result in **Us** not paying all or part of a claim.

2. Effective Date Of Individual Insurance

The Insurance of any **Insured Person** (as specified in the **Policy Schedule**) will become effective on the latest of the following dates:

- (a) on the commencing date of the First **Policy Period** set out in the Policy Schedule;
- (b) on the date such **Insured Person** becomes eligible for Insurance hereunder;
- (c) where a Proposal is required by **Us**, on the date of **Our** acceptance of the **Insured Person's** written Proposal; provided always that if such **Insured Person** is not regularly performing all the usual duties of his or her occupation or is not fit to do so on the date his or her proposal for Insurance would otherwise become effective, then this Insurance will only take effect on the date of return to the regular performance of all of his or her usual duties or when he or she is certified fit to do so.

3. Individual Terminations

The Insurance of any **Insured Person** will immediately terminate on the earliest of the following dates:

- (a) on the date this **Policy** is terminated;
- (b) on the date the **Insured** requests that such **Insured Person** be deleted as an **Insured Person**;
- (c) on the date that such **Insured Person** leaves or is dismissed from **Your** employment or is retired or pensioned;
- (d) on the premium due date if **You** fail to pay the required premium error on the date such **Insured Person** ceases to be eligible for Insurance hereunder.

4. Change Of Occupation

You will give immediate written notice to **Us** of any change in the proportion of occupation classes for more than 10% for the **Insured Persons** and agree to pay an additional premium if applicable.

No claim will be payable in respect of:

- (a) any **Injury or Sickness** arising out of or in the course of an occupation of greater risk than the occupation disclosed in **Your** application to **Us**, unless **We** have agreed to the change in occupation; or
- (b) any **Injury or Sickness** where **We** have been prejudiced by such non-disclosure of change in occupation, to the extent that **We** have been prejudiced by such non-disclosure of change in occupation.

5. Policy Renewal

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

6. Cancellation

- (a) This **Policy** may be cancelled by **You** at any time by giving **Us** written notice.
- (b) This **Policy** may be cancelled by **Us** as permitted by law If **You**:
 - (i) Made a misrepresentation to **Us**, but before the **Policy** was entered into.
 - (ii) Failed to comply with a provision of the contract, including a provision with respect to payment of the premium.
 - (iii) Made a fraudulent claim under this **Policy** or any other current policy.
 - (iv) Failed to notify **Us** of a specific act or omission as required by this **Policy**.

7. Claims Procedure

- (a) Written Notice of Claim and supporting medical evidence in the form required by **Us**, and proof of identity, must be given to **Us** within 30 days of the occurrence of any Event where reasonably practicable or otherwise as soon as is reasonably possible. See How to Make a Claim on page 8.
- (b) **We** may have the **Insured Person** medically examined at **Our** expense when and as often as **We** may reasonably require in relation to the claim after a claim has been made or arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.

8. Australian Law

This **Policy** is governed by the Laws of the Australian State or Territory it was issued in and any dispute or action in connection therewith shall be conducted and determined in Australia.

9. Fraudulent Claims

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **You** or the **Insured Person** or anyone acting on **Your** or the **Insured Person's** behalf to obtain any benefit under this **Policy**, then any amount payable in respect of such claim shall be forfeited.

10. Subrogation

We have the right to commence or take over legal proceedings in **Your** and/or the **Insured Person's** name for the defence or settlement of any claim, or to sue or prosecute any other party to recover any monies payable by them at law. **You** and the **Insured Person** must reasonably co-operate with **Us** and do nothing to hinder **Our** rights.

In the event of any payment under this **Policy**, **We** shall be subrogated to all the **Insured/Insured Person's** rights of recovery thereof against any person or organisation and the **Insured/Insured Person** shall execute and deliver instructions and papers and do whatever else is reasonably necessary to secure such and enable enforcement of such rights. The **Insured/Insured Person** shall take no action to prejudice such rights.

11. Tax Or Imposts

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

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

This Policy does not apply to any Event arising directly or indirectly out of:

1. **War**, hostilities, or any act of war (whether war is declared or not), Invasion, Act of an enemy foreign to **Your** nationality, or enemy foreign to the country in, or over, which the act occurs, Civil war, Riot or civil commotion, Rebellion, insurrection, revolution, or overthrow of any Government, Use of nuclear, chemical, or biological weapons of mass destruction, Radioactive contamination, **Terrorist Activity** or any action taken by **You**, or anyone else, in controlling, preventing, or responding to any, or all of these events.
2. The intentional use of military force to intercept, prevent, or mitigate any known or suspected **Terrorist Activity**.
3. The **Insured Person** engaging in any aerial activity, except as a passenger and not as a pilot or crew member in any aircraft licenced to carry passengers.
4. Intentional self-injury, suicide, or criminal or illegal act of the **Insured Person** who is the subject of the claim.
5. Pregnancy, childbirth, or miscarriage with the exception of Section A Capital Benefits, Section D Batch Care Benefits, Benefit 14 - Premature Birth/Miscarriage Benefit
6. Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection with the exception of Accidental H.I.V. Infection as described under Section D - Batch Care Benefits, Benefit 27 - Accidental H.I.V. Infections Benefit.
7. Training for or participating in **Professional Sports** of any kind.
8. Racing in or on any motor-powered device.
9. Radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise.
10. An **Insured Person** suffering from stress or psychiatric condition, including but not limited to depression, anxiety, neurosis, psychosis, mental or emotional stress, physical fatigue, mental disease, or associated disorders unless such conditions are being treated by a registered specialist mental health practitioner.
11. The (re)insurer exposed to any sanction, prohibition, or restriction under any:
 - (a) United Nations' resolution(s); or
 - (b) the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.
12. Any benefits for Bodily **Injury** or **Sickness** caused by or arising directly or indirectly out of a **Cyber Act** or a **Cyber Incident**.
13. Any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense directly or indirectly arising out of or relating to:
 - (a) the calculation, comparison, differentiation, sequencing, or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any **Computer System**, hardware, program, or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
 - b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such **Computer System**, hardware, program, or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

SPECIAL PROVISIONS

1. The Compensation payable under Event 1 in Section 1A shall be payable to **You**, any other Compensation payable under the **Policy** shall be payable to an **Insured Person**.
2. (a) Compensation shall not be payable for more than one of the Events listed in Section 1A in respect of the same **Injury**;
(c) Any Compensation payable for Events 2-19 listed in Section 1A shall be reduced by any Compensation already paid under Events 21, 22, 23 and 24 in Section 1B in respect of the same **Injury**;
(d) Should an **Insured Person** sustain **Injury** which results in any one of Events 2 to 8 described in Section 1A there shall be no further liability under the **Policy** for **Injury** sustained by that **Insured Person** thereafter;
provided always that if an **Insured Person** become entitled to Compensation under any one of the Events listed in Section 1A (other than Event 1) an **Insured Person** may elect to receive Compensation either under that Event or under Events listed in Section 1B.
3. **Compensation shall not be payable:**
 - (a) Under Events described in Section 1B in excess of the Aggregate Period shown against such Events therein in respect of any one **Injury** or **Sickness**.
 - (b) Unless as soon as possible after the happening of any **Injury** or **Sickness** giving or likely to give rise to a claim, an **Insured Person** obtains and follows proper medical advice from a **Doctor** who is not the **Insured Person** or a member of the **Insured Person's** immediate family.
 - (c) If the **Insured Person** is entitled to receive sick leave pay.
4. **Weekly Benefits Limitation**
 - (a) For each **Insured Person**, the Compensation payable under Section B and C (Weekly Benefits) is limited to an **Insured Person's** weekly **Income** up to the limit stated in the **Policy Schedule**. If an **Insured Person** is entitled to receive:
 - (i) weekly or periodical disability benefits under any other policy of insurance; and/or
 - (ii) weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other Statutory body having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body having similar effect; and/or
 - (iii) earned income from any other occupation;then Compensation payable under Section B and C (Weekly Benefits) will be reduced by the amount necessary to limit the total of all payments and/or Compensation to the **Insured Person's** weekly **Income** up to the limit stated in the **Policy Schedule**.
5. If as a result of **Injury** or **Sickness**, Compensation is payable under Section 1B hereunder and if, while the **Policy** is in force, an **Insured Person** suffers recurrence of **Temporary Total Disablement** from the same or related cause or causes, the subsequent period of **Temporary Total Disablement** will be deemed a continuation of the prior period unless between such periods the **Insured Person** has performed their usual domestic or occupational duties or studies on a full-time basis for at least six consecutive months, in which event such **Temporary Total Disablement** shall be deemed the result of a new **Injury** and subject to a new **Waiting Period**.
6. **Aggregate Limit Of Liability**
 - (a) Except as provided under 7.(b), **Our** total liability for all claims arising during any one **Policy Period** will not exceed the amount shown in the **Policy Schedule**.
 - (b) **Our** total liability for all claims arising under this Policy during any one **Policy Period** relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes will not exceed the amount shown in the Policy Schedule.
7. **Age Limits**

We will not be liable for any Event which happens to an **Insured Person** unless at the date of the Event they are between the ages set out in the Policy Schedule.

TABLE OF EVENTS

SECTION A – CAPITAL BENEFITS

Description of Cover

If an **Insured Person** during a period of individual cover suffers an **Injury** as defined which results within 12 consecutive months in any Event described in the Table of Events, **We** will pay **You** the Compensation stated in the Table.

Cover under this Section is included only for the Events specified in the **Policy Schedule**. The Compensation for each Event is payable as a percentage of the Capital Sum Insured shown in the **Policy Schedule**.

The Events	The Compensation
Injury as defined, resulting in:	
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent Paraplegia or Quadriplegia	100%
4. Permanent Total Loss of sight of both eyes	100%
5. Permanent Total Loss of sight of one eye	100%
6. Permanent Total Loss of use of two Limbs	100%
7. Permanent Total Loss of use of one Limb	50%
8. Permanent Total Loss of the lens of both eyes	100%
9. Permanent Total Loss of the lens of one eye	25%
10. Permanent Total Loss of hearing in	
(a) both ears	75%
(b) one ear	15%
11. Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the entire external body	50%
12. Permanent Total Loss of use of four Fingers and Thumb of either Hand	70%
13. Permanent Total Loss of use of four Fingers of either Hand	40%
14. Permanent Total Loss of use of one Thumb of either Hand	
(a) both joints	
(b) one joint	30%
	15%
15. Permanent Total Loss of use of Fingers of either Hand	
(a) three joints	
(b) two joints	10%
(c) one joint	7%
	5%
16. 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%
17. Loss of at least 50% of all sound and natural teeth, including capped Per tooth or crowned teeth, but excluding first teeth and dentures	Per Tooth 1% (to \$10,000 in total for all teeth)

The Events	The Compensation
18. Shortening of leg by at least 5cm	7%
19. Permanent Partial Disablement not otherwise provided for under Events 9 to 18 inclusive	Such percentage of the Capital Sum Insured which corresponds to the percentage reduction in whole bodily function as certified by the Insured Person's treating Doctor , and a Doctor appointed by Us . If the Doctor chosen by Us forms a contrary opinion to that of the Insured Person's treating Doctor , We will seek the opinion of a third independent Doctor who will be appointed by mutual agreement between the parties. In the event of a disagreement between all three (3) Doctors , the percentage reduction in whole bodily function will be the average of the three (3) opinions, subject to the maximum amount We will pay which is seventy-five percent (75%) of the Lump Sum Benefit insured

EXPOSURE

If an **Insured Person** suffers an Event as a direct result of exposure to the elements, **We** will pay the Compensation shown for that Event.

DISAPPEARANCE

If an **Insured Person** disappears and after 12 calendar months their body has not been found and it is reasonable to conclude that they have died due to an insured **Injury**, **We** will pay the Compensation shown for Event 1. (Death) subject to such disappearance being reported to the relevant authorities and receipt of a signed undertaking by **You** that any such Compensation shall be refunded if it is later demonstrated that the **Insured Person** did not die as a result of an **Injury**.

SECTION B – WEEKLY INJURY BENEFIT

Cover under this Section is included only if specified in the **Policy Schedule**.

The Events	The Compensation
Injury as defined in, resulting in	
20. Temporary Total Disablement	During such Disablement, the amount per week specified in the Policy Schedule or Income as defined, whichever is the lesser.
21. Temporary Partial Disablement	During such Disablement: <ul style="list-style-type: none"> (a) if the Insured Person returns to work in a reduced capacity, the Compensation payable shall be the difference between the Compensation for Event 20 per week and the weekly Income earned from personal exertion per week; or (b) if the Insured Person does not return to work, the Compensation shall be 25% of the Compensation for Event 20 per week.

SECTION C – WEEKLY SICKNESS BENEFIT

Cover under this Section is included only if specified in the **Policy Schedule**

The Events	The Compensation
Sickness as defined in, resulting in	
22. Temporary Total Disablement	During such Disablement, the amount per week specified in the Policy Schedule or Income as defined, whichever is the lesser.
23. Temporary Partial Disablement	(a) During such Disablement, if the Insured Person returns to work in a reduced capacity, the Compensation payable shall be the difference between the Compensation for Event 22 per week and the weekly Income earned from personal exertion per week.; or (b) if the Insured Person does not return to work, the Compensation shall be 25% of the Compensation for Event 22 per week.

SECTION D – BATCH CARE BENEFITS

1. Lump Sum Overseas Surgical Benefits for Injury

If an **Insured Person** sustains an **Injury** whilst overseas which directly results in any of the Events listed below, **We** will pay a lump sum benefit as listed:

The Events	The Benefits
1. Brain surgery	\$20,000
2. Amputation of a Limb	\$20,000
3. Fracture of a Limb requiring open reduction	\$5,000
4. Any other surgical procedure performed under general anaesthetic	\$2,500

Conditions

- (a) Cover is only provided under this benefit for surgical procedures undertaken outside of Australia.
- (b) The maximum Compensation **We** will pay under this benefit is \$20,000 for any single **Injury**.

In addition to the General Exclusions applying to all Sections.

This Benefit does not apply to any Event arising directly or indirectly out of:

- (a) **Sickness**, even if contracted through **Injury**, except that this Exclusion shall not apply to any accidental needle stick injuries, medically acquired infections or blood poisoning.

2. Lump Sum Overseas Surgical Benefits for Sickness

If an **Insured Person** suffers a **Sickness** whilst overseas which directly results in any of the Events listed below, **We** will pay a lump sum benefit as listed:

The Events	The Benefits
1. Open heart surgery	\$20,000
2. Brain surgery	\$20,000
3. Abdominal surgery performed under general anaesthetic	\$5,000
4. Any other surgical procedure performed under general anaesthetic	\$2,500

Conditions

- (a) Cover is only provided under this benefit for surgical procedures undertaken outside of Australia.
- (b) The maximum Compensation **We** will pay under this benefit is \$20,000 for any single **Sickness** event.

3. Broken Bones

If an **Insured Person** sustains an **Injury** which directly results in any of the Broken Bones listed below as diagnosed by a **Doctor** within 30 days from the date of **Injury**, **We** will pay a lump sum benefit as listed below as a percentage of \$7,500 (maximum benefit):

The Events	The Benefits
1. Neck, skull, or spine (Complete Fracture)	100%
2. Hip	75%
3. Jaw, pelvis, leg, ankle, or knee (Complete Fracture or All Other Fractures)	50%
4. (a) Cheekbone, shoulder; or (b) Neck, skull, or spine (Simple Fracture , Hairline Fracture or All Other Fractures)	30%
5. Arm, elbow, wrist, or rib(s) (Complete Fracture or All Other Fractures)	25%
6. Jaw, pelvis, leg, ankle, or knee (Simple Fracture or Hairline Fracture)	20%
7. Nose or collar bone	20%
8. Arm, elbow, wrist, or rib(s) (Simple Fracture or Hairline Fracture)	10%
9. A – Hand . Foot B – Finger(s) and Thumb of the same Hand ; or C – Toe(s) of the same Foot	15%

Definitions

- (a) **Complete Fracture** means a fracture in which the bone is broken completely across, and no connection is left between the pieces.
- (b) **Hairline Fracture** means mere cracks on the bone.
- (c) **Simple Fracture** means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of the **Doctor** requires minimal and uncomplicated medical treatment.
- (d) **All Other Fractures** means any fracture other than a **Complete Fracture**, **Simple Fracture** or **Hairline Fracture**.

Conditions

- (a) The maximum Compensation payable for this Benefit is \$7,500 for any single **Injury** event.
- (b) **We** will pay for the fracture of a body part listed in the table above only once regardless of the number of fractures sustained to one or more appendages of the same body part of the appendicular skeleton.
- (c) **We** will pay for the fracture of a body part listed in the table above only once regardless of the number of fractures sustained
 - (i) to one or more **Fingers** or **Toes** of the same hand or leg
 - (ii) to one or more ribs
 - (iii) to one or more vertebra in the spinal column

4. Guaranteed Payment Benefit

If an **Insured Person** sustains an **Injury** or **Sickness** which directly results in Weekly Injury and Sickness Benefits under Section B or Section C for Events 20 or 22, **We** will pay the first twelve (12) consecutive weeks of the applicable Benefit in advance to the **Insured Person** if a **Doctor** certifies with sufficient supporting documentation that due to the severity of the **Injury** or **Sickness** the total period of the **Temporary Total Disablement** will be a minimum of twenty-six (26) consecutive weeks.

Conditions

- (a) Satisfactory medical evidence needs to be provided by a **Doctor**, certifying that the total period of the **Temporary Total Disablement** will be a minimum of twenty-six (26) consecutive weeks.
- (b) For this benefit to be payable at the time of the original medical assessment of the **Injury or Sickness**, there must be no possibility of earlier return to work through rehabilitation, provision of light duties with the employer, medical treatments, or other means.
- (c) **We** will require a signed undertaking that if the claim does not run for the advance payment period, the **Insured Person** will refund the portion of the guaranteed payment that they were not entitled to receive.

5. Loss of Teeth Benefit

If an **Insured Person** sustains an **Injury** which directly results in the loss of at least 50% of all sound and natural teeth, including capped and crowned teeth but excluding first teeth and dentures, **We** will pay \$250 per tooth, up to a maximum of \$2,000 per single **Injury** event.

For the purpose of this Benefit, a tooth means a sound and natural permanent tooth and does not include first or milk teeth, dentures, implants, and dental fillings.

No benefit is payable if a claim is payable under Section 1A Event 17 in relation to the same **Injury**.

Exclusions

This Benefit is not payable for injuries occurring to unsound and/or unnatural teeth or resulting from eating activities (e.g., biting and chewing).

6. Accommodation and Transport Expense Benefit

If an **Insured Person** sustains an **Injury** which results in hospitalisation as an in-patient, which is more than 100 kilometres from the **Insured Person's** normal place of residence, **We** will reimburse the actual and reasonable transport and/or accommodation expenses incurred by their **Spouse/Partner** and/or **Dependant Children** for travel to and from the **Hospital** or to stay with the **Insured Person** during their hospitalisation period, up to a maximum of \$10,000 per single **Injury** event.

7. Coma Benefit

If an **Insured Person** sustains **Injury** resulting in a continuous unconscious state which is diagnosed by a **Doctor** to be comatose state, for a minimum period of 3 consecutive days whilst hospitalised as an inpatient more than 100 kilometres from the **Insured Person's** normal place of residence, **We** will pay a benefit of \$50 for each day the **Insured Person** remains in this comatose state during their hospitalisation period, up to a maximum of \$5,000 per single **Injury** event.

Conditions

- (a) The **Insured Person** must be in the **Hospital** for the duration of the comatose state for any benefits to be payable.

8. Domestic Help Benefit

If an **Insured Person** sustains an **Injury** resulting in a valid claim under Section B – Weekly Benefits - Events 20 or 21, **We** will pay subject to the **Waiting Period** stated on the **Policy Schedule**, a maximum benefit of up to \$500 per week not exceeding 52 weeks for any one Event, to reimburse up to 80% of actual costs, incurred for reasonable and necessary professional services carried out by persons, other than members of the **Insured Person's** family or **Close Relatives** or other persons permanently residing with the **Insured Person**, to help the injured **Insured Person** with household duties provided such services are certified by the **Insured Person's Doctor** as being necessary for the **Insured Person's** recovery.

9. Education Fund Benefit

If the **Insured Person** suffers an **Injury** resulting in a valid claim under Section A – Capital Benefits – Event 1, **We** will reimburse the actual costs of the current year's school or university fees up to \$5,000 for each surviving **Dependant Child**, up to a maximum of three (3) **Dependant Children** per **Insured Person**. This benefit must be claimed within 12 months from the date of Event 1.

10. Funeral Expenses Benefit

If an **Insured Person** suffers an **Injury** resulting in a valid claim under Section A – Capital Benefits - Event 1, **We** will either reimburse the necessary and reasonable expenses incurred for:

- (a) a burial or cremation or
- (b) the cost of returning the **Insured Person's** body or ashes to their hometown, up to a maximum of \$10,000.

11. Independent Financial Advice Benefit

If an **Insured Person** sustains an **Injury** which results in a valid claim under Section A – Capital Benefits - Events 1 - 8, and at **Your** written request, **We** will pay **You** or the **Insured Person** up to a maximum of \$7,500 for the necessary and reasonable expenses incurred for receiving professional financial, taxation and/or investment advice in respect of the benefit paid under Events 1-8, as applicable.

Conditions

- (a) The advice must be provided by a licenced independent financial advisor who is not **Your** employee or a **Close Relative** of the **Insured Person**.

12. Executor Emergency Cash Advance

If an **Insured Person** sustains an **Injury** resulting in death, **We** will upon the written request for financial assistance by the executor of the **Insured Person's** estate, advance **You** or the executor up to \$15,000 whilst the administration of the **Insured Person's** estate is being arranged.

Conditions

- (a) Any cash advance under this benefit will be subject to reasonable evidence regarding the cause of death being a covered **Injury**.
- (b) Any payments made by **Us** against this Benefit will be deducted from the final Compensation paid out to the **Insured Person's** estate under Section A – Capital Benefits - Event 1.

13. Home/Vehicle Modification Benefit

If an **Insured Person** sustains an **Injury** which results in a valid claim under Section A – Capital Benefits - Events 2 to 8 that requires the **Insured Person** to modify their car and/or existing residence including but not limited to the installation of ramps for external or internal wheel chair access, internal guide rails, emergency alert system and similar disability aids necessary for the sole purpose of assisting with their mobility and to perform daily lifestyle activities (i.e. driving, washing, cooking, bathing and dressing), **We** will pay 80% of the cost incurred for such renovations to a maximum of \$10,000.

It is important that **You** tell **Us** if **You** expect to incur costs under this additional benefit before doing so, so that **We** can inform **You** whether **We** agree that they are reasonable.

Conditions

This Benefit is only payable:

- (a) where such modifications are undertaken with **Our** prior written confirmation of the **Insured Person's** attending **Doctor**; and
- (b) in respect of one residence and one personal vehicle only.
- (c) if the expenses incurred for modifications and installations are submitted to **Us** within 12 consecutive months from the date a claim is paid under the applicable Event 2 to 8.
- (d) if renovations are carried out by a qualified and licenced tradesperson.

14. Premature Birth/Miscarriage Benefit

If an **Insured Person** sustains an **Injury** which results in either a premature childbirth (prior to 26 weeks gestation) or miscarriage, as certified by the **Insured Person's Doctor**, **We** will pay a maximum Compensation of \$5,000 per single **Injury** event.

15. Spouse/Partner Employment Training Benefit

If an **Insured Person** sustains an **Injury** which results in a valid claim under Section A – Capital Benefits - Events 1 to 8, **We** will pay up to a maximum of \$15,000 for actual and reasonable costs incurred for an **Insured Person's Spouse/Partner** to attend training for the purpose of obtaining or refreshing skills to gain employment and/or improve employment prospects within 24 months from the date of **Injury**.

16. Student Tutorial Benefit

If the **Insured Person**, who is also a student, sustains an **Injury** which results in a valid claim under Section B and C (Weekly Benefits) that entirely prevents them from attending registered classes, **We** will reimburse 85% of the costs reasonably and necessarily incurred for home tutorial services to a maximum of \$500 per week for a maximum of 26 consecutive weeks from the date of **Injury** or **Sickness** diagnosed.

Conditions

- (a) The **Insured Person** is registered as a full-time student at a recognised educational institution.
- (b) Home tutorial services must be carried out by persons other than the **Insured Person's Close Relative** or persons permanently living with the **Insured Person**.

17. Unexpired Membership Benefit

If an **Insured Person** sustains an **Injury** which results in a valid claim for Events under Section A or for Events under Section B of the Table of Events and where a **Doctor** certifies that the **Injury** prevents the **Insured Person** from continuing their participation in a sport or gym activity for which they have pre-paid an annual membership, association or registration fee, **We** will pay the **Insured Person** a pro-rata refund of the un-refundable portion of such fees paid for the current season or year up to a total maximum of \$3,000.

18. Chauffeur Benefit

If the **Insured Person** sustains an **Injury or Sickness** for which Benefits are payable under Section B and C – Weekly Benefits - Events 20 to 23, **We** will reimburse **You** or the **Insured Person** up to \$100 per day to a maximum of \$2,500 for hiring chauffeur services or a taxi service to and from the **Insured Person's** usual place of work and their usual place of residence if the **Insured Person** recovers sufficiently to return to work but is certified by a **Doctor** as being unable to drive a vehicle or travel on public transport.

19. Childcare Benefit

If an **Insured Person** sustains an **Injury** resulting in a valid claim under Section A – Capital Benefits - Events 2 to 10, rendering them unable to care for their **Dependent Children** as certified by their **Doctor**, **We** will reimburse the **Insured Person** the actual expenses up to a maximum of \$500 per week, regardless of the number of **Dependent Children**, necessarily incurred for the services of a registered childcare provider for their **Dependent Child(ren)**.

Conditions

- (a) The maximum period this benefit can be claimed for will be 26 weeks and must be incurred within 24 months from the date of the **Injury**.
- (b) This benefit will only reimburse in respect of additional costs that would not otherwise have been incurred.
- (c) Any childcare expense subsidy available from the relevant government agencies will be deducted from any benefit payable under this section.

20. Corporate Image Protection

If the **Insured Person** sustains an **Injury**, and in **Our** opinion, this is likely to result in a valid claim under Section A – Capital Benefits - Events 1 or 2, **We** will reimburse **You** up to a maximum of \$15,000 for any single **Injury** event, for costs (other than **Your** own internal costs) incurred for the engagement of image and/or public relations consultants; and/or the release of information through the media.

Conditions

- (a) Costs must be incurred directly in connection with such an **Injury**, to protect and/or positively promote **Your** business and image and are subject to **You** giving **Us** a signed undertaking that any amount paid to **You** will be repaid to **Us** if it is later found that a valid claim did not eventuate.

21. Replacement Staff/Recruitment Costs

If an **Insured Person** sustains an **Injury** and, in **Our** opinion, this is likely to result in a valid claim under Section A – Capital Benefits - Events 1 or 2, **We** will pay up to \$5,000 per Event to a maximum of \$20,000 towards the actual and reasonable recruitment costs incurred by **You** in the engagement of a replacement employee.

Conditions

- (a) Costs must be incurred within sixty (60) days of the Event and be crucial and necessary for **Your** business to continue.
- (b) For this Benefit to be payable, **You** must provide a signed undertaking that any amount paid to **You** will be repaid to **Us** if it is later found that a valid claim did not eventuate.

22. Overseas Bed Care Benefit

If an **Insured Person** sustains an **Injury** resulting in them being confined to a **Hospital** bed outside Australia and usual country of residence, under the regular daily attendance and care of a professional carer (not an **Insured Person** or a member of the **Insured Person's** family) directly resulting from a covered **Injury** and certified as necessary by a **Doctor** (not an **Insured Person** or a member of the **Insured Person's** family), for more than Forty Eight (48) consecutive hours, **We** will reimburse up to \$500 per week (up to a maximum of 26 weeks) that the **Insured Person** remains confined to a bed.

23. Rehabilitation Expenses

If an **Insured Person** sustains an **Injury or Sickness** which results in a valid claim under Section B and C – Weekly Benefits - Events 20 to 23, **We** will reimburse for the actual costs incurred for tuition or advice from a licenced vocational school to support their return to work, provided such tuition or advice is undertaken with the agreement of the **Insured Person's Doctor** and **You** tell **Us** before **You** incur costs under this additional benefit, so that **We** can inform **You** whether **We** agree that they are reasonable.

Compensation under this provision will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of 6 months.

24. Escalation Of Claim Benefit

If an **Insured Person** sustains an **Injury or Sickness** which results in a valid claim under Section B or C – Weekly Benefits and where the Compensation was paid for 12 consecutive months, **We** will pay an increase in the Compensation by 5 percent compound per annum for the subsequent 12 consecutive months and up to a maximum Benefit Period of 104 weeks in total.

25. Spouse And Dependant Children Benefit

If the **Insured Person** sustains an **Injury** whilst at work which results in Event 1(death) under Section A, **We** will pay the following amounts in addition to the Sum Insured payable for Event 1 (Death) under Section A:

- (a) Surviving **Spouse** Benefit - \$5,000.
- (b) **Dependant Children** Benefit - \$5,000 for each Dependant **Child**, up to a maximum of 3 **Dependant Children**.

26. Accidental H.I.V. Infection Benefit

If the **Insured Person** accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection as a direct result of:

- (a) an **Injury** sustained by a physical and violent bodily assault by another person on the **Insured Person** while they are covered under this **Policy**; or
- (b) the administering of medical treatment provided by a **Doctor** or registered nurse for an **Insured Person's Injury or Sickness** during the **Policy Period**,

We will pay the **Insured Person** \$25,000.

Conditions

- (a) Such Compensation will only be payable if the **Insured Person** is positively diagnosed within 180 days of an event specified in 1 or 2 above which gave rise to the H.I.V. infection.
- (b) Compensation shall not be payable unless such event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to **Us** and medical tests are carried out by a **Doctor** as soon as reasonably practicable after the **Insured Person** becomes aware that the event has led to or is likely to lead to that diagnosis.