

**RISK DETAILS**

**UMR:** B1165A002422000

**TYPE:** PERSONAL ACCIDENT INSURANCE

**INSURED:** Australian Polo Federation

Address: P.O. Box 150, NSW 2756, Windsor, Australia

**PERIOD:** From: 01 January 2022  
To: 01 January 2023  
Both days at 4:00 p.m. Local Standard Time at the Insured's head office

**INSURED PERSON:** Members and Voluntary Workers of the Insured

**OPERATIVE TIME:** Whilst an Insured Person is engaged as a member or voluntary worker participating in events and activities sanctioned by the Insured. PROVIDED ALWAYS that the Policy shall only respond in respect of such voluntary work that is officially organised by and under the control of the Insured.

**SUM INSURED:** 1) **MEMBERSHIP COVER (Forms part of Membership)**

Death by Accident  
18-70 years of age..... AUD 100,000  
Under 18 or 71 years of age and over..... AUD 20,000

Accidental Permanent Total Disablement from normal occupation as defined herein, or percentage thereof in accordance with the Scale of Permanent Disabilities attached  
18-70 years of age..... AUD 100,000  
Under 18 or 71 years of age and over..... AUD 20,000

Accidental Temporary Total Disablement for as long as such disablement continues but not exceeding altogether 26 consecutive weeks for any one period of disablement in excess of the first 14 days of each and every period of disablement (income earners)  
Up to ..... AUD 250 per week  
(Maximum 85% of average gross weekly salary)

Accidental Temporary partial disablement ..... Not Insured

Accident/Sickness Injury resulting in Surgery ..... Not Insured  
percentage thereof in accordance with the Scale attached

Accident/Sickness Injury resulting in Fractured Bones ..... AUD 1,000  
percentage thereof in accordance with the Scale attached



Injury resulting in loss of Teeth or Dental Procedures ..... AUD	1,000
percentage thereof in accordance with the Scale attached	
Limited to AUD 250 per tooth	
Funeral benefits..... AUD	5,000
In addition, Insurers will pay Non Medicare Medical Expenses up to .... AUD	5,000
Excess: ..... AUD	100

**2) MEMBERSHIP PLUS COVER (Optional Upgrade)**

Death by Accident	
18-70 years of age..... AUD	200,000
Under 18 or 71 years of age and over..... AUD	20,000

Accidental Permanent Total Disablement from normal occupation as defined herein, or percentage thereof in accordance with the Scale of Permanent Disabilities attached	
18-70 years of age..... AUD	200,000
Under 18 or 71 years of age and over..... AUD	20,000

Accidental Temporary Total Disablement for as long as such disablement continues but not exceeding altogether 104 consecutive weeks (up to 58 years) and 52 consecutive weeks (59-80 years) for any one period of disablement in excess of the first 14 days of each and every period of disablement (income earners)  
 Up to.....AUD 500 per week  
 (Maximum 85% of average gross weekly salary)

Accidental Temporary partial disablement ..... Not Insured

Accident/Sickness Injury resulting in Surgery ..... Not Insured  
 percentage thereof in accordance with the Scale attached

Accident/Sickness Injury resulting in Fractured Bones ..... AUD	1,000
percentage thereof in accordance with the Scale attached	

Injury resulting in loss of Teeth or Dental Procedures ..... AUD	1,000
percentage thereof in accordance with the Scale attached	
Limited to AUD 250 per tooth	

Funeral benefits..... AUD	5,000
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In addition, Insurers will pay Non Medicare Medical Expenses up to .... AUD 7,500

Excess: ..... AUD	75
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**3) MEMBERSHIP PLUS PRO COVER (Optional Upgrade)**

Death by Accident	
18-65 years of age..... AUD	300,000
Under 18 or 66-70 years of age..... AUD	20,000

Accidental Permanent Total Disablement from normal occupation as defined herein, or percentage thereof in accordance with the Scale of Permanent Disabilities attached	
18-65 years of age..... AUD	300,000
Under 18 or 66-70 years of age..... AUD	20,000



Accidental Temporary Total Disablement for as long as such disablement continues but not exceeding altogether 104 consecutive weeks (up to 58 years) and 52 consecutive weeks (59-70 years) for any one period of disablement in excess of the first 14 days of each and every period of disablement (income earners)

Up to.....AUD 1,000 per week  
(Maximum 85% of average gross weekly salary)

Accidental Temporary partial disablement ..... Not Insured

Accident/Sickness Injury resulting in Surgery ..... Not Insured  
percentage thereof in accordance with the Scale attached

Accident/Sickness Injury resulting in Fractured Bones ..... AUD 1,000  
percentage thereof in accordance with the Scale attached

Injury resulting in loss of Teeth or Dental Procedures ..... AUD 1,000  
percentage thereof in accordance with the Scale attached  
Limited to AUD 250 per tooth

Funeral benefits..... AUD 5,000

In addition, Insurers will pay Non Medicare Medical Expenses up to .... AUD 10,000

Excess: ..... AUD 50

**SITUATION:** Australia

- CONDITIONS:**
- 1) Wording as attached
  - 2) NMA 2918 War and terrorism exclusion endorsement as attached
  - 3) Nuclear, chemical and biological act exclusion as attached
  - 4) Pre-existing conditions exclusion clause, as attached, to apply, subject to Takeover Provisions, as defined herein
  - 5) NMA1854 Service of Suit Clause (Australia) as attached
  - 6) NMA2837 Code of Practice as attached
  - 7) Limits per person
  - 8) Exclusions per policy wording
  - 9) Whilst an Insured Person in engaged in voluntary work/committee meetings/training, events and Activities authorised by and under the control of the Insured.
  - 10) Sanctions Limitation and Exclusion Clause LMA 3100
  - 11) Cyber Risks Endorsement (Personal Accident & Illness) LMA 5414

**EXPRESS WARRANTIES:** None other than may exist in the agreed policy wording.

**CONDITIONS PRECEDENT:** None other than may exist in the agreed policy wording.

**CHOICE OF LAW & JURISDICTION:** As per NMA1854 as attached



Policy No.: A002422000

**PREMIUM:** 1) 68.00  
2) 220.00  
3) 675.00

**MINIMUM AND DEPOSIT PREMIUM:** AUD 45,560.00, adjustable at expiry

**PAYMENT TERMS:** None

**TAXES PAYABLE BY (RE) INSURED AND ADMINISTERED BY INSURERS:** None

**RECORDING, TRANSMITTING & STORING INFORMATION:**

All documents to be scanned on to BMG Insurance Brokers Limited in house Document Management System, after 10 years all paper will be destroyed

**INSURER CONTRACT DOCUMENTATION:** FORM: J Australia plus NMA2753

## INFORMATION

**Claims History:**

2021	AUD	16,211.56
2020	AUD	8,711.71
2019	AUD	1,764.60
2018	AUD	9,684.22
2017	AUD	14,908.31
2016	AUD	9,953.36
2015	AUD	6,006.29
2014	AUD	127,622.31
2013	AUD	2,428.57
2012	AUD	106,500.00
2009	AUD	32,308.65
2008	AUD	9,128.03
2007	AUD	0.00
2006	AUD	13,533.83
2005	AUD	10,797.22
2004	AUD	4,424.16

**Membership Numbers:**

2021	735
2020	769
2019	915
2018	802
2017	824
2016	789
2015	744
2014	843
2013	876

All other Information as held on file with BMG Insurance Brokers Limited.

**PERSONAL ACCIDENT AND ILLNESS INSURANCE WORDING**

In consideration of the premium charged, the Underwriters hereby agree with the Insured, to the extent and in the manner herein provided, that if the Insured Person sustains Injury, or in the event of Illness, they will pay to the Insured, or to the Insured's Executors or Administrators, according to the Schedule of Compensation overleaf within seven days after the total claim shall be substantiated under this insurance.

**PROVIDED ALWAYS THAT**

1. If an Insured Person sustains Injury or suffers an Illness for which benefits are payable under Events 25 or 27 of the Schedule of Compensation, the Underwriters will pay ten (10) weeks benefit provided that proper medical evidence is produced from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.
2. The total sum payable in respect of any one Insured Person in respect of any one or more claims shall not exceed in all in any one Period of Insurance the largest sum insured under any one of the items contained in the Schedule of Compensation or added to this Insurance by endorsement.
3. If Item 1 of the Schedule of Compensation is not covered then no claim shall be payable, other than for weekly compensation in respect of any Injury which would have given rise to a claim under Item 1 had that Item been covered.
4. If Item 1 of the Schedule of Compensation is covered and an Injury causes the Death of the Insured Person within one year following the date of the Accident and prior to the definite settlement of the compensation under benefits 2 to 9(a) of the Schedule of Compensation, there shall be paid, instead the compensation provided for in the event of Death.
5. If during the Period of Insurance an Insured Person suffers from an Event described in Parts A, B, D or E of the Schedule of Compensation as a result of an Injury, the Underwriters will pay the corresponding benefit for that Event, provided an amount is shown on the Schedule for that Event.
6. If during the Period of Insurance an Insured Person suffers from an Event described in Part C of the Schedule of Compensation as a result of an Illness, the Underwriters will pay the corresponding benefit for that Event, provided an amount is shown on the Schedule for that Event.
7. Except for Part A of the Schedule of Compensation, compensation shall not be payable under this Policy for any claim which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. The Underwriters will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what the Insured Person would be otherwise entitled to recover under this Policy, where permissible under Law.

**DEFINITIONS**

In this insurance:

**"ACCIDENT"** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance (including exposure resulting from a mishap to a conveyance in which the Insured Person is travelling),

If during the Period of Insurance an Insured Person disappears following the disappearance, sinking or wrecking of a conveyance in which they were travelling and their body has not been found within twelve (12) months after the date of that disappearance, they will be deemed to have died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance. If the benefit for Event 1 in the Table of Events (Death) is payable because of a disappearance, the Underwriters will only pay if the legal representatives of the Insured Person's estate give the Underwriters a signed undertaking that these amounts will be repaid to the Underwriters, if it is later found that the Insured Person did not die or did not die as a result of an Injury.

**"INJURY"** means identifiable physical bodily injury which

- a) is sustained by the Insured Person during the Period of the Insurance,
- b) is caused by an Accident, and
- c) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the Death or disablement of the Insured Person within twelve calendar months from the date of the Accident.

**“DEATH”**, means the death of the insured Person occurring as a result of an Injury.

**“DOCTOR”** means a legally registered medical practitioner who is not an Insured Person or their relative.

**“DOMESTIC DUTIES”** means the usual and ordinary domestic duties undertaken by someone as a homemaker and could include child-minding and home help services.

**“EMERGENCY TRANSPORT”** means transportation by any emergency road or air transportation operator (excluding inter-hospital transfers), in circumstances of Injury, Illness, to the nearest available hospital which is equipped to deal with the nature of the emergency where the patient is:

- at risk of serious morbidity or mortality and requiring urgent assessment and/or resuscitation; or
  - suffering from suspected acute organ or system failure; or
  - suffering from a sickness or injury where viability or function of a body part or organ is acutely threatened; or
  - suffering from a non-prescribed drug overdose, toxic substance or toxin effect that is not as the result of international self-administration; or
  - experiencing severe psychiatric disturbance whereby the health of the patient or other people is at immediate risk; or
  - suffering acute severe haemorrhage and requiring urgent assessment and treatment.
- Non emergency transportation by ambulance may be covered when medically justified by and authorised by the hospital or medical officer concerned.

**“EMPLOYEE”** means any person in the service of the Insured including directors (executive and non-executive), consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the Insureds behalf.

**“EVENTS”** means the Event(s) described in the Table of Events set out in the Schedule of Compensation.

**“EXCESS PERIOD”** means the period of time following an Event giving rise to a claim for which benefits are not payable.

**“ILLNESS”** means sickness or disease of the Insured Person which declares itself during the period of this insurance and occasions the total disablement of the Insured Person within twelve calendar months after declaring itself and continues for a period of not less than the Excess Period shown in the schedule from the date of commencement of medical treatment by a Doctor.

**“INSURED PERSON”** means such person or persons who come within the description of Insured Person contained in the Schedule and with respect to whom premium has been paid or agreed to be paid.

**“JOURNEY”** means travel between the Insured Person’s usual place of residence or temporary accommodation (where the Insured Person is temporarily absent from their usual place of residence) and their Place of Employment (provided there is no substantial deviation from the most reasonably direct route) for the purpose of attending or returning from work with the Insured

**“LOSS OF LIMBS”** means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

**“MEDICAL EXPENSES”** means expenses properly incurred within 24 months of the date of an Accident or Illness by the Insured Person, or by the Insured in respect of an Insured Person, for medical, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment including the cost of medical supplies and the cost of emergency transport to any hospital or place of treatment. Coverage provided hereunder, is in excess of any other benefit payable under this policy.

**“PARAPLEGIA”** means the Loss of use of both legs and the permanent loss of use of part of or whole of the lower half of the body.

**“PERIOD OF INSURANCE”** means the period of time shown on the current Schedule.

**“QUADRIPLÉGIA”** means the Loss of use of both arms and both legs.

**“SALARY”** means their weekly pre-tax income, including commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the commencement of the disability or over such shorter period as they have been employed

**“PERMANENT TOTAL DISABLEMENT”** means disablement resulting from any Injury or Illness and which entirely prevents the Insured Person attending to their usual occupation or business duties.

**“TAKEOVER PROVISIONS”** means coverage is extended to include all Pre-Existing Medical Conditions, provided an Insured Person has been continuously employed by the Insured for the twelve(12) months immediately preceding the effective date of the this policy.

**“TEMPORARY PARTIAL DISABLEMENT”** means the temporary inability of the Insured Person to engage in a substantial part of their usual occupation or business duties resulting from an Injury or illness, while they are under the regular care of and acting in accordance with the instructions or advice of a Doctor.

**“TEMPORARY TOTAL DISABLEMENT”** means the temporary inability of the Insured Person to engage in their usual occupation or business duties resulting from an Injury or illness, while they are under the regular care of and acting in accordance with the instructions or advice of a Doctor.



**EXCLUSIONS**

1. This Insurance does not cover claims in any way caused or contributed to by:
  - a) suicide or attempted suicide or intentional self-injury by the Insured Person or the Insured Person's own illegal or criminal act,
  - b) war, invasion or civil war except whilst the Insured Person is travelling outside the Insured persons normal country of residence,
  - c) the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste or from combustion of nuclear fuel,
  - d) the Insured Person engaging in aviation except whilst travelling by air as a passenger,
  - e) the Insured Person training, playing or practising for professional sports
  - f) pregnancy or childbirth, except for unexpected medical complications or emergencies arising there from,
  - g) any pre-existing medical condition, except where the Takeover Provisions are satisfied.
  - h) venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named
  - i) the Insured Person being under the influence of intoxicating liquor, having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Doctor and taken in accordance with a Doctor's advice.
  - j) the Insured Person suffering from neurosis, psychosis, mental, emotional, stress, or anxiety condition; physical fatigue and/or associated disease or disorder.
  
2. This Insurance does not cover any expenses, the payment of which could constitute "health insurance business" as defined under the National Health Act, 1853 (Cth.)

**CONDITIONS**

1. Immediate notice must be given to the Underwriters of any Accident, Injury or Illness which causes or may cause a claim to be made under this Insurance and the Insured Person must place himself under the care of a Doctor.

Immediate notice must be given to the Underwriters in the event of the Death of the Insured Person.

2. Claims Co-operation: In no event shall the Underwriters be liable to pay any benefits hereunder unless the Insured Person or, in any case of the Death of the Insured Person, the Insured Person's Beneficiary fully co-operates with the Underwriters and their representatives in the investigation and evaluation of the incident or claim. This shall include, in the event of the Death of the Insured Person, obtaining a copy of the death certificate and any other records the Underwriters deem necessary.

3. Right to Medical Examination: After initial notice or submission of an Incident Report Form and/or a Proof of Loss Form, any medical examiner appointed by the Underwriters shall be allowed, so often as may be reasonably necessary, to conduct an examination of the Insured Person; and, in the event of the Death of the Insured Person to conduct an autopsy if legally permitted.

In no case will the Underwriters be liable to pay compensation to the Insured or his representatives unless the medical adviser or advisers appointed by the Underwriters for the purpose shall be allowed so often as may be deemed necessary to make an examination of the Insured Person.

4. In respect of any Insured Persons not shown on the current Schedule, proof of employment shall be required by the Underwriters to substantiate any claim hereon.
5. If an Insured Person suffers an Injury resulting in any one of Events 2 – 9a) inclusive of the Schedule of Compensation, the Underwriters will not be liable under this Insurance for any subsequent Injury to that Insured Person.
6. Benefits shall not be payable for more than one of Events 1 to 19 inclusive of the Schedule of Compensation in respect of the same Injury.
7. Benefits shall not be payable:-

- for Events 25, 26, 27 and 28 of the Schedule of Compensation in excess of a total period of one hundred and fifty six (156) weeks in respect of any one Injury or Illness, unless otherwise stated on the Schedule;
- for Events 25, 26, 27 and 28 of the Schedule of Compensation during the Excess Period, calculated from the commencement of the Injury or Illness and in an amount which exceeds the percentage of Salary stated in the Schedule;
- unless the Insured Person, as soon as possible after the happening of any Injury or an Illness declaring itself giving rise to a claim under this Policy, procures and follows proper medical advice from a Doctor;
- for more than one of Events 25 and/or 26 or Event 27 and/or 28 in Part C of the Schedule of Compensation that occur for the same period of time; and
- for more than one of the surgical benefits described in Events 20 to 24 and 29 to 32, of the Schedule of Compensation in respect of any one Injury or Illness.

8. If an Insured Person sustains Injury or suffers Illness for which benefits are payable under Events 25 or 27 of the Schedule of Compensation, the Underwriters will immediately pay ten (10) weeks benefits provided that proper medical evidence is produced from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.

The amount of any benefit payable for Temporary Total Disablement will be reduced by the amount of any periodic compensation benefits payable under any Workers' Compensation or Accident Compensation Scheme and the amount of any sick pay entitlement (up to the amount stated in the policy excess) or disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under this Policy shall not exceed the percentage of Salary of the Insured Person stated in the Schedule.

Temporary Total Disablement not to exceed 80% of their Salary maximum AUD 300 per week

9. If as a result of Injury or Illness, benefits become payable under Parts B or C of the Schedule of Compensation and while this Policy is in force, the Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the Insured Person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new Injury or Illness and a new Excess Period shall apply.

10. Subject to the Guaranteed Payments referred to under Additional Cover, weekly benefits for Events 25, 26, 27 and 28 of the Schedule of Compensation shall be payable monthly in arrears. Disability for a period of less than one week shall be paid for at the rate of one-fifth (1/5th) of the weekly benefit for each day during which disability continues.

11. All benefits shall be payable to the Insured or such person or persons and in such proportions as the Insured shall nominate.

12. If as a result of Injury, the Insured Person is entitled to a benefit under Events 25 and/or 26 of the Schedule of Compensation and subsequently becomes entitled to a benefit under Events 2 or 3 of the Schedule of Compensation, all benefits payable under Events 25 and 26 of the Schedule of Compensation shall cease from the date of such entitlement.

13. On the occurrence of Events 25 and/or 26 or Event 27 and/or 28 of the Schedule of Compensation, the Underwriters will reimburse expenses incurred for tuition or advice for the Insured Person from a licensed vocational school, provided such tuition or advice is undertaken with Underwriters prior written agreement and the agreement of the Insured Person's Doctor. Compensation under this provision will be limited to the actual costs incurred not exceeding AUD 500 per month and will be payable for a maximum of six (6) months.

14. It is hereby noted and agreed that any Insured Person aged between 66 and 70 years is only covered for Injury Benefits.

15. There is no cover under this Policy with respect to any Insured Person who is aged seventy (70) years or more and all cover with respect to an Insured Person shall cease upon their attaining that age. This will not prejudice any entitlement to claim benefits which has arisen before an Insured Person has attained the age of seventy (70) years.



16. **Fraud, Misstatement or Concealment:** Any fraud, misstatement or concealment of material facts, either in the statement or proposal made by or on behalf of the Insured prior to or when effecting this Insurance, or any fraudulent claim made hereunder, shall render this Policy null and void, and all claims hereunder shall be forfeited.

17. **Arbitration:** The construction, validity and performance of this Policy shall be governed by the law of Australia and all disputes which may arise under, out of, or in connection with or in relation to this Policy shall be submitted to the Arbitration of the Australian Court of Arbitration, under and in accordance with its Rule at the date hereof.

18. In this Insurance words in the masculine gender shall include the feminine.

## Your duty of disclosure

Before You enter into this Contract of Insurance you have a duty under the Insurance Contracts Act, 1984 to disclose to the Underwriters every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and if so on what terms. You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate this contract.

Your duty however, does not require disclosure of matters:

- that diminish the risk undertaken by us
- that are common knowledge
- that we know or in the ordinary course of our business ought to know
- as to which compliance of your duty is waived by us.

## Non-Disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the Contract in respect of a claim, or we may cancel the Contract.

If your disclosure is fraudulent we may also have the option of avoiding the Contract from the beginning.

## Change of Occupation

We will only cover an Insured Person for the occupation shown in the Application. You should notify us immediately if there is a change in occupation of any Insured Person. We will then decide whether to insure the Insured Person for the new occupation and if so on what terms.

## Code of Practice

The Insurance Industry has developed a General Insurance Code of Practice. This aims to raise the standards of practice and service in the Insurance Industry and it includes the following:

When you lodge a claim we will tell you in plain language what information we need and how you should go about making your claim.

We will respond promptly to any request you make for assistance with your claims and it will be considered and assessed promptly.

## Disputes Resolution

Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards and service in the general insurance industry. Any enquiry or complaint relating to this insurance should be referred to the Underwriters in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Policy No.: A002422000

Lloyd's Australia Ltd.  
 Suite 2, Level 21 Angel Place  
 123 Pitt Street  
 Sydney NSW2000  
 Tel: (02) 9223 1433  
 Fax: (02) 9223 1466

If your dispute is not resolved in a manner satisfactory to you, you will then be provided with details about the Insurance Ombudsman Service Limited which is an independent body that operates nationally in Australia and aims to resolve disputes between policyholders and their insurers. For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Australia Ltd at the above address.

## **SCHEDULE OF COMPENSATION**

<b>THE EVENTS</b>	<b>THE BENEFIT</b>
Injury resulting directly in the following Event(s), which occur within twelve (12) months of the date of the Injury or Illness:	Being a percentage of the amount shown in the Schedule against Part A - Lump Sum Benefits for each Insured Person.
1. Accidental Death only	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of use of two (2) Limbs	100%
7. Loss of use of one (1) Limb	100%
8. Permanent and incurable insanity	100%
9. Loss of hearing in:-	
(a) both ears	100%
(b) one (1) ear	20%
10. Permanent Loss of use of four (4) Fingers and Thumb of either Hand	75%
11. Permanent Loss of the lens of one (1) eye	60%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
13. Permanent Loss of use of four (4) Fingers of either hand	40%
14. Permanent Loss of use of one (1) Thumb of either hand:-	
(a) both joints	30%
(b) one (1) joint	15%
15. Permanent Loss of use of fingers of either hand:-	
(a) three (3) joints	15%
(b) two (2) joints	10%
(c) one (1) joint	5%
16. Permanent Loss of use of toes of either foot:-	
(a) all - one (1) foot	15%
(b) great – both joints	5%
(c) great – one (1) joint	3%
(d) other than great - each toe	1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least 5 cm	7.5%
19. Permanent Partial Disablement not otherwise provided for under Events 4 to 18 inclusive.	Such percentage of amount as Underwriters at their absolute discretion shall determine and being in Underwriters opinion not inconsistent with the

	benefits provided under Events 4 to 18 inclusive. Event 19 is limited to a maximum of 75% of the amount shown in the Schedule against Part A – Lump Sum Benefits.
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**PART A - INJURY RESULTING IN SURGERY – BENEFITS**

Cover for an Event under this Part applies only if:

- (a) an amount is shown on the Schedule against Part A - Injury Resulting In Surgery; and
- (b) the surgery is undertaken outside of Australia.

Injury resulting directly in the following surgical procedures being carried out within twelve (12) months of the date of the Injury:	The benefits shown below are a percentage of the amount shown on the Schedule against Part A – Injury Resulting in Surgery – Benefits.
20. Craniotomy	100%
21. Amputation of a Limb	50%
22. Fracture of a Limb requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general anaesthetic	5%

**PART B - WEEKLY BENEFITS - INJURY**

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Part B – Weekly Benefits - Injury.

Injury resulting directly in the following Events which occur within twelve (12) months of the date of the Injury:	<b>THE BENEFITS</b>
25. Temporary Total Disablement	During such disablement, the Weekly Benefit shown on the Schedule against Part B – Weekly Benefits – Injury, but not Exceeding the Salary of the Insured Person.
26. Temporary Partial Disablement	25% of the amount payable for Event 25.

**PART C - WEEKLY BENEFITS - ILLNESS**

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Part C – Weekly Benefits - Illness.

Illness resulting directly in the following Event which occurs within twelve (12) months of the date of the first manifestation of the Illness:	<b>THE BENEFITS</b>
27. Temporary Total Disablement	During such disablement, the Weekly Benefit



	shown on the Schedule against Part C – Weekly Benefits – Illness, but not Exceeding the Salary of the Insured Person.
28. Temporary Partial Disablement	25% of the amount payable for Event 27.

**PART C - ILLNESS RESULTING IN SURGERY - BENEFITS**

Cover for an Event under this Part applies only if:

- (a) an amount is shown on the Schedule against Part C - Illness Resulting In Surgery – Benefits; and
- (b) the surgery is undertaken outside of Australia.

Illness resulting directly in the following surgical procedures which occur within twelve (12) months of the date of first manifestation of the Illness:	The benefits shown below are a percentage of the amount shown on the Schedule against Part C – Illness Resulting in Surgery - Benefits.
29. Open heart surgical procedure	100%
30. Brain surgery	50%
31. Abdominal surgery carried out under general anaesthetic	50%
32. Any other surgical procedure carried out under a general anaesthetic	5%

**PART D - INJURY RESULTING IN FRACTURED BONES – LUMP SUM BENEFITS**

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Part D – Injury Resulting in Fractured Bones – Lump Sum Benefits.

Injury resulting directly in the following fractured bones which occur within twelve (12) months of the date of the Injury:	The benefits shown below are a percentage of the amount shown on the Schedule against Part D – Injury Resulting in Fractured Bones – Lump Sum Benefits.
33. Neck, skull or spine (complete fracture)	100%
34. Hip	75%
35. Jaw, pelvis, leg, ankle or knee (other fracture)	50%
36. Cheekbone, shoulder or hairline fracture of skull or spine	30%
37. Arm, elbow, wrist or ribs (other fracture)	25%
38. Jaw, pelvis, leg, ankle or knee (simple fracture)	20%
39. Nose or collar bone	20%
40. Arm, elbow, wrist or ribs (simple fracture)	10%
41. Finger, Thumb, Foot, Hand or Toe	7.5%

In the case of an established non-union of any of the above fractures, Underwriters will pay an additional benefit of 5% of the amount shown on the Schedule against Part D - Injury Resulting in Fractured Bones – Lump Sum Benefits.

The maximum benefit payable for any one Injury resulting in fractured bones shall be AUD 3,000 unless otherwise shown on the Schedule against Part D – Injury Resulting In Fractured Bones – Lump Sum Benefits.

A complete fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

A simple fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Doctor requires minimal and uncomplicated medical treatment.

A hairline fracture means mere cracks in the bone.

Other fracture is any fracture other than a simple fracture.

**PART E - INJURY RESULTING IN LOSS OF TEETH OR DENTAL PROCEDURES - BENEFITS**

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Part E – Injury Resulting in Loss of Teeth or Dental Procedures - Benefits.

Injury resulting directly in the following loss or procedure(s) (as the case may be) which occur within twelve (12) months of the date of the Injury:	The benefits shown below are a percentage of the amount shown on the Schedule against Part E - Injury Resulting in Loss of Teeth or Dental Procedures – Benefits.
42. Loss of teeth or full capping of teeth, per tooth	100%
43. Partial capping of teeth, per tooth	50%

The maximum benefit payable with respect to any one Injury shall be AUD 1,000 limited to AUD 250 per tooth unless otherwise shown against Part E – Injury of the Schedule of Compensation Resulting in Loss of Teeth or Dental Procedures.

For the purpose of Part E of the Schedule of Compensation - a tooth means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.

**ADDITIONAL COVER UNDER THE POLICY**

**Funeral Expenses**

In addition to the Benefits contained herein, the Underwriters will pay up to a the maximum amount stated in the Table of Benefits for the funeral costs incurred in the burial or cremation of the Insured Person's body and/or the reasonable cost of transporting such body or the Insured Person's ashes to their normal country of residence if the Insured Person's death results from an Injury and provided reasonable notice has been given to the Underwriters before interment or cremation takes place.

For the purposes of this endorsement/extension 'funeral costs' shall mean necessary burial or cremation fees, the funeral director's fees, the coffin and flowers and shall include such other relevant costs as may be agreed by the Underwriters in their sole discretion.

**Non Medicare Medical Expenses**

If during the period of insurance an Insured Person, whilst engaged as a member or voluntary worker participating in events and activities sanctioned by the Insured, suffers from an injury, the Underwriters will pay the Non Medicare Medical Expenses incurred, up to the amount shown in the Schedule against Non Medicare Medical Expenses.



**Emergency Home Help**

If during the Period of Insurance, an Insured Person suffers from an Event described in Part B or Part C of the Schedule of Compensation and is unable to carry out Domestic Duties, the Underwriters will pay for the cost of reasonably and necessarily incurred Domestic Duties expenses as a result of that Injury or Illness up to the maximum of AUD 200 per week.

If during the Period of Insurance an Insured Person suffers from an Event described in Part B or Part C of the Schedule of Compensation and is unable to carry out Domestic Duties, the Underwriters will pay for the cost of reasonably and necessarily incurred Domestic Duties expenses as a result of that Injury or Illness to a maximum of AUD 200 per week payable from the 15<sup>th</sup> day of treatment by a Doctor for an aggregate period of not exceeding 52 weeks.

Conditions applying to Emergency Home Help:

- 1) Child minding services and domestic help must be carried out by Professional Person's other than members of the Insured Person's family or other relatives or person's permanently living with the Insured Person.
- 2) Child minding services and domestic duties are certified by a Doctor as being necessary for the recovery of the Insured Person.

**WAR AND TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.  
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**NMA2918**  
**08/10/2001**

**NUCLEAR, CHEMICAL, BIOLOGICAL ACT EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any nuclear, chemical, biological acts (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion:

'Nuclear, chemical biological acts' shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any Country or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

'Chemical' agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

'Biological' agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

If the Underwriters allege that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

**Pre Existing Conditions Exclusion Clause**

**(Applicable only when the Insured Person does not comply with the 'Takeover provisions' condition herein)**

It is hereby understood and agreed that that this Insurance excludes all claims arising from any medical condition, side effect or symptoms of a condition which the Insured Person was aware of, or for which they Insured Person has received medical attention, sought or received treatment, undergone tests or taken prescribed medication for in the six (06) months prior to that Insured Person's effective date of cover under this Insurance. Pre-existing conditions also include any chronic, congenital or degenerative conditions diagnosed and known to the Insured Person at the effective date of individual cover under this Insurance, whether currently being treated or not.

However, this exclusion shall not apply after an Insured Person has been continually insured under this insurance for a period of 12 months other than in relation to (i) conditions or symptoms which have manifested or for which the Insured Person has received medical attention, sought or received treatment, undergone tests or taken prescribed medication within such 12 month period and (ii) any chronic, congenital or degenerative conditions diagnosed and known to the Insured Person at the commencement date of this insurance whether being treated or not.

**SERVICE OF SUIT CLAUSE (AUSTRALIA)**

The Underwriters hereon agree that:

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

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

Lloyd's General Representative in Australia  
Lloyd's Australia Limited  
123 Pitt Street  
Sydney  
NSW 2000  
Australia

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

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

17/4/75  
NMA1854

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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.

15/09/10  
LMA3100

Policy No.: A002422000

Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this insurance should be referred to the Coverholder shown above in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's General Representative in Australia  
Lloyd's Australia Limited  
123 Pitt Street  
Sydney  
NSW 2000  
Australia

If your claims dispute remains unresolved you will be referred to the **Claims Review Panel Scheme** operated by **Insurance Enquiries and Disputes Limited** under the terms of the General Insurance Code of Practice. For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

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 General Representative in Australia  
Lloyd's Australia Limited  
123 Pitt Street  
Sydney  
NSW 2000  
Australia

who has authority to accept service and to appear 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.

19/1/99  
NMA2837 (amended)

## Cyber Risks Endorsement (Personal Accident & Illness)

Any benefits for **bodily injury** or **illness** due to:

- i. the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above

are payable, subject to the terms, conditions, limitations and exclusions of this policy.

LMA5414  
28 February 2020

**SECURITY DETAILS****(RE)INSURERS LIABILITY CLAUSE****(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)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 next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)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 (re)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.

**Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)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 next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)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). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

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.

21/6/07  
LMA3333



**SECURITY DETAILS**

**ORDER HEREON:** 100% of 100%

**BASIS OF WRITTEN LINES:** Percentage of Whole

**SIGNING PROVISIONS:** Without Disproportionate Signing

In the event that the written lines hereon exceed 100% of the order, any lines written "To Stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

**SECURITY DETAILS**

**WRITTEN  
LINES:**

100%



K	P	S	0	6	4	5	7	2	2	M	B
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*ueh*

06.01.2022