

# SPORTS PERSONAL ACCIDENT INSURANCE



Product Disclosure Statement & Policy Wording

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### SPORTS PERSONAL ACCIDENT AND SICKNESS INSURANCE

#### Product Disclosure Statement & Policy Wording

**Dated: 29th November 2012**

Issued by ATC Insurance Solutions Pty Ltd ("ATC") (ABN 25 121 360 978, AFS Licence 305802) acting under a binder as an agent of certain underwriters at Lloyd's.

Document PDS0026

# PART 1

## PRODUCT DISCLOSURE STATEMENT

### 1. INTRODUCTION

This Product Disclosure Statement (PDS) will help You (and Covered Persons where applicable) decide whether to take out this insurance and to compare this product with other products You may be considering.

Pursuant to the *Corporations Act 2001* (Cth) We are required to provide You with a copy of this PDS if You are a retail client as defined in the Act. A retail client is an individual or a small business. We have provided You with a copy of the PDS as We may not be certain whether You are a retail client at the inception of the Policy.

Part 1 of this document includes general information about this insurance. Part 2 of this document is the Policy wording that sets out the specific terms, conditions and exclusions of the cover that We will provide, which should be read to ensure that it provides the cover You need.

You should keep this PDS in a safe place for future reference, such as at the time of a claim.

In this PDS, We/Us/Our mean ATC Insurance Solutions Pty Ltd acting under a binder as an agent of certain underwriters at Lloyd's. You/Your mean the Insured named in the Schedule.

It is important that You read this PDS carefully to understand the extent of cover provided by this insurance as well as its limitations.

### 2. WORDS WITH A SPECIAL MEANING

Excluding headings, words that begin with a capital letter have a special meaning when used in this PDS. These words are listed in 'General definitions' in the Policy wording from page 8 and We have used the same meanings throughout this PDS to be consistent.

### 3. WHO IS THE INSURER

This insurance is underwritten by certain underwriters at Lloyd's of London.

Lloyd's is a party to the *General Insurance Code of Practice*; published by the Insurance Council of Australia. Visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au) to access the code.

This insurance does comply with the *General Insurance Code of Practice*.

### 4. ABOUT US

This insurance is issued by Us acting under a binder as an agent of certain underwriters at Lloyd's. We act on behalf of and in the interests of certain underwriters at Lloyd's.

Our contact details are:

ATC Insurance Solutions Pty Ltd  
Level 9, 499 St Kilda Road  
Melbourne VIC 3004

Telephone (03) 9258 1777

Facsimile (03) 9867 5540

Website [www.atcis.com.au](http://www.atcis.com.au)

Email [info@atcis.com.au](mailto:info@atcis.com.au)



## 5. OVERVIEW OF THIS INSURANCE

This insurance Policy is intended to provide a benefit to a Covered Person while they are undertaking the following activities arranged by or under the auspices of the Insured:

- playing or taking part in a club, representative, state or national match
- attending a training or practice session
- administrative, social or fundraising activities of the Insured
- travelling to, from or between the activities stated above and a Covered Person's normal place of residence or employment.

This insurance Policy provides for the payment of lump sums or weekly benefits if a Covered Person suffers from a Bodily Injury or Sickness that result in an Insured Event. The Insured Events are listed in the 'Benefits payable' from page 11. The amount of cover for an Insured Event will be stated in the Schedule We issue to You.

There are various additional benefits stated within the Policy which are available to You including non-Medicare medical expenses, home modification and relocation assistance, hospitalisation benefit, Domestic Duties assistance and funeral expenses. Cover under each additional benefit is only provided if a benefit is stated in the Schedule. Refer to 'Additional benefits' from page 13 for more information.

## 6. SIGNIFICANT FEATURES AND BENEFITS OF THE COVER

The following is a summary only of some of the key features available under the Policy. Please refer to the terms, conditions and exclusions of the Policy wording in Part 2 of this document for full details of the cover.

- Section A: death – We will pay a fixed or salary related benefit equal to the amount specified in the Schedule in the event of a Covered Person having an Accident when covered by the Policy which results in their death within 12 months of the Accident.
- Section B: capital benefits (including Permanent Total Disablement) – We will pay a fixed or salary related benefit equal to the amount specified in the Schedule in the event of a Covered Person having an Accident when covered by the Policy which results in Permanent disablement within 12 months of the Accident.
- Section C: Permanent Total Disablement from Sickness – We will pay a fixed or salary related benefit equal to the amount specified in the Schedule in the event of a Covered Person suffering from a Sickness that first manifests itself when covered by the Policy which results in Permanent Total Disablement within 12 months.
- Section D: loss of Income – We will pay a weekly benefit equal to the amount specified in the Schedule in the event of an Covered Person having an Accident when covered by the Policy which results in Temporary Total or Partial Disablement within 12 months of the Accident.

The following additional benefits are also included within the Policy, as long as a benefit is stated within the Schedule:

- non-Medicare medical expenses
- Student allowance
- parental inconvenience benefit
- hospitalisation benefit
- coma benefit
- home modification and relocation assistance
- rehabilitation expenses
- retraining expenses
- membership fees benefit
- funeral expenses
- Domestic Duties assistance
- Personal Property expenses
- disappearance
- exposure.

## 7. YOUR INDIVIDUAL REQUIREMENTS

When preparing this PDS, We have not taken into account Your individual objectives, requirements or financial position. We generally distribute our products through licensed insurance brokers or advisers (intermediaries).

You should discuss with Your intermediary the type of risks You need to insure against and the appropriate amount of cover that You need. Further, if You have any questions about the appropriateness of this product for Your objectives, requirements or financial position, You should seek advice from Your intermediary.

If You wish to contact Us about this PDS, please use the contact details given above. However, We can only provide You with factual information or general advice about this product and cannot advise You whether the product is appropriate for Your objectives, requirements or financial position.

If Your circumstances change after taking out this insurance, relevant to the risks We have agreed to insure, You should notify Us (or ask Your intermediary to do so on Your behalf) as soon as possible.

## 8. OTHER ISSUES TO CONSIDER BEFORE TAKING OUT THIS INSURANCE

Like all insurance contracts, the Policy contains exclusions, terms and conditions, as well as limits and sub-limits that You should be aware of when considering whether to purchase this product.

### Exclusions and limitations

The Policy has a number of general exclusions that apply to all benefits under the Policy. For example, We will not cover any Pre-Existing Conditions or degenerative conditions. A full list of exclusions can be found on page 16.

Please also refer to the special provisions on page 15, which set out other circumstances when benefits may not be payable or may be limited in some way.

### Benefits payable

There is a maximum amount We will pay for each benefit. These amounts are shown in the Schedule.

### General conditions

The Policy has a number of general conditions that apply to each benefit. These conditions are listed from page 17.

In some circumstances, a breach of a condition may entitle Us to refuse to pay a claim or reduce the amount We are liable to pay.

## 9. OUR CONTRACT WITH YOU

The terms of cover are contained in this PDS, the Schedule, any attachments to the Schedule, the application for the insurance and any endorsements We issue.

You should keep all of the Policy documents in a safe place.

## 10. HOW TO RENEW THIS INSURANCE

Before the expiry date of the Policy, We will send You a renewal notice via your insurance broker or intermediary advising whether We will offer to renew the Policy and on what terms. You should carefully check the information shown on each renewal notice to ensure that the details are correct.

We will provide You with a supplementary PDS if any information in the original PDS has changed since the insurance was first taken out.

## 11. THE PREMIUM

When calculating Your Premium We take into account a number of factors including the number of Covered Persons insured under the Policy, the amount of cover You select and We provide, Your previous claims history and the activities being undertaken by Covered Persons.

Your Premium is also subject to Commonwealth and State taxes and charges including Goods and Services Tax (GST) and stamp duty. A split of the Premium is provided on the Schedule.

Please note that the cover We provide is subject to payment of the Premium by the Premium Due Date stated on the Schedule. Non-payment of Premium may result in cancellation of the Policy.

## 12. YOUR DUTY OF DISCLOSURE

Before You take out an insurance Policy with Us, the *Insurance Contracts Act 1984* (Cth) requires You to tell Us every matter that is known to You that:

- You know to be a matter relevant to Our decision whether to accept the risk and, if so, on what terms or
- a reasonable person in the circumstances could be expected to know to be a matter relevant to Our decision.

Therefore, before You enter (or renew, extend, vary or reinstate) an insurance Policy with Us You must:

- give Us complete and honest answers
- tell Us everything You know and
- tell Us everything that a reasonable person in the circumstances could be expected to know.

### Who needs to disclose?

You are answering questions on behalf of anyone You want to be covered by this insurance. The duty of disclosure applies to You and everyone else insured by the Policy.

### How long does the duty of disclosure last?

The duty to disclose continues right up to the commencement or renewal date of the insurance.

### What We do not need to be told

You do not need to tell Us about any matter that:

- diminishes Our risk
- is of common knowledge
- We know or, in the ordinary course of business, ought to know or
- We say We do not need to know.

### Failure to disclose

We can reduce the amount We pay under this insurance for a claim or even cancel the insurance cover if You or anyone else insured under the Policy fail to comply with the duty of disclosure.

If a non-disclosure is fraudulent, We may avoid the Policy under the *Insurance Contracts Act 1984*, resulting in Us treating the Policy as if it never existed.

## 13. COOLING OFF

You have 21 days after the Policy has commenced to decide if the Policy meets Your needs. You may exercise your cooling off right by advising Us directly or via your insurance broker or intermediary that You wish to cancel Your Policy (refer 'Cancellation' on page 6 and page 17). If You do this, We will refund any Premium You have paid during the cooling off period unless You or a Covered Person have made a claim, or anything else has occurred during the cooling off period, for which a claim is payable. If We are unable to recover any charges or taxes paid by Us, this will be deducted from the refund amount.

## 14. CANCELLATION

You, or Your insurance broker or intermediary, may cancel Your Policy at any time by notifying Us in writing that You wish to cancel Your Policy. The cancellation will take effect from the date We receive such notice in writing.

We may cancel Your Policy in any of the circumstances set out in, and in the manner allowed by, the *Insurance Contracts Act 1984* (Cth). We will advise You in writing if the Policy is cancelled by Us.

We will refund the Premium for the unused Policy Period, if You or We cancel the Policy and You have not made a claim under the Policy. If a claim has been made, or anything has occurred for which a claim is payable, no refund will be given.

## 15. HOW TO MAKE A CLAIM

To make a claim for benefits under this Policy, You can send a completed claim form to Us as follows:

ATC Insurance Solutions Pty Ltd  
Level 9, 499 St Kilda Road  
Melbourne VIC 3004  
Telephone (03) 9258 1777  
Facsimile (03) 9867 5540  
Website [www.atcis.com.au](http://www.atcis.com.au)  
Email [info@atcis.com.au](mailto:info@atcis.com.au)

Visit Our website to obtain a claim form or contact the ATC Insurance claims team if you have any questions or require assistance.

Please note that claim conditions apply; these are stated on page 7.

## 16. DISPUTE RESOLUTION

We take complaints about Our products or services very seriously and We are committed to dealing with them promptly and fairly.

If You or a Covered Person have a complaint, please first try to resolve it by speaking to the relevant member of Our staff.

If the complaint relates to the insurance cover, We have an internal disputes resolution process and suggest you contact Our Internal Dispute Resolution Officer on (03) 9258 1777 or by writing to Us.

We will acknowledge receipt of the complaint within three working days and, provided We have sufficient information, will complete the review within 15 working days. If this is not possible, We will agree a new timeframe for responding to You or the Covered Person. In any case, We will provide an update every ten working days.

If the matter is still not resolved, You or a Covered Person may then contact:

Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21, Angel Place  
123 Pitt Street  
Sydney NSW 2000  
Telephone (02) 9223 1433

Lloyd's Australia offers a no cost complaint resolution service to You (and Covered Persons) which is independent and impartial. Lloyd's will advise You on how to proceed with Your complaint. If Lloyd's is unable to assist, they will promptly advise You or the Covered Person.

If You or a Covered Person are still not satisfied with the final decision, You or the Covered Person may wish to contact the Financial Ombudsman Service. This is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy Your or the Covered Person's concerns.

For further details, please contact:

Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001  
Telephone 1300 78 08 08  
Website [www.fos.org.au](http://www.fos.org.au)  
Email [info@fos.org.au](mailto:info@fos.org.au)

## 17. PRIVACY

We and Lloyd's are bound by the requirements of the *Privacy Act 1988* (Cth), the *Privacy Amendment (Private Sector) Act 2000* and the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*, which set out standards on the collection, use, disclosure and handling of personal information.

We collect personal information from You and Covered Persons for the purpose of providing insurance products and services and for processing and assessing claims.

Personal information is treated with care. We will not release personal information to anyone else other than Lloyd's, its related entities, Your insurance broker or intermediary or as permitted or required by law. Some of these are likely to be overseas recipients.

If You or a Covered Person make a claim under this insurance, We may disclose information to (or collect additional information about You or the Covered Person from) claims investigators, claims managers, assessors, lawyers, Medical Practitioners and health workers, federal or state regulatory authorities including Medicare Australia and Centrelink and any other organisation that provides a service to Us.

You and Covered Persons have the right to seek access to personal information and to correct it at any time.

If You require further information or would like a copy of Our privacy policy, please contact Our Privacy Officer on (03) 9258 1777 or write to Us. A copy of Our privacy policy can also be obtained from Our website.



# PART 2

## POLICY WORDING

### HOW TO MAKE A CLAIM

To make a claim for benefits under this Policy, You can send a completed claim form to Us as follows:

ATC Insurance Solutions Pty Ltd  
Level 9, 499 St Kilda Road  
Melbourne VIC 3004

Telephone (03) 9258 1777

Facsimile (03) 9867 5540

Website [www.atcis.com.au](http://www.atcis.com.au)

Email [info@atcis.com.au](mailto:info@atcis.com.au)

Visit Our website to obtain a claim form or contact the ATC Insurance claims team if you have any questions or require assistance.



### CLAIM CONDITIONS

1. At Your expense, We must be provided with all certificates and evidence that We require (including the completed claim form) to enable Us to assess Our liability for the claim. This information must be received by Us within 90 days after the Insured Event. Any failure to supply this information within this period shall not invalidate or prejudice the claim if it was not reasonably possible to do so, provided that it is supplied to Us as soon as is reasonably possible and in no event (except in the absence of legal capacity) no later than 12 months from the date of the Insured Event.
2. In order to assess a claim and ongoing benefits, a Covered Person shall submit to medical examination at Our expense as often as is reasonably required, and allow Us access to all medical records, notes and correspondence which relate to the subject of a claim or an associated Pre-Existing Condition if and when We ask for them.
3. If We inadvertently pay You in excess of Your entitlements under this Policy, We reserve the right to recover that overpayment including by deducting the excess amount from any amounts subsequently payable under this Policy in respect of the same Bodily Injury or Sickness.
4. In the event of a claim being made under Insured Events 2, 27, 28 or 29, where We are not certain that the claim is payable, the claim will be subject to the approval of two independent medical referees – one appointed by You and one appointed by Us. If the referees are unable to agree between themselves whether You do or do not fall under the cover provided by Insured Event 2, 27, 28 or 29, a third independent referee will be appointed by them and his or her decision shall be final and binding on all parties.

# GENERAL DEFINITIONS

The following definitions apply to words used in this Policy when they begin with a capital letter:

**ACCIDENT** or **ACCIDENTAL** means a sudden, violent, unexpected, external and specific event that occurs by chance.

**BENEFIT PERIOD** means the maximum period of time for which We will pay weekly benefits as specified in this Policy wording or the Schedule and which commences after expiry of the applicable Waiting Period.

**BODILY INJURY** means an injury that:

- is caused solely and directly by an Accident and that occurs independently of any other cause or condition (including but not limited to any other bodily injury or sickness, illness or disease) and
- is caused by an Accident suffered by a Covered Person during the Policy Period and within the Scope of Cover.

A Bodily Injury does not include a Sickness, a Pre-Existing Condition, or any degenerative, congenital or other condition that does not result solely and directly from the Accident that caused the Bodily Injury.

**COVERED PERSON** means a person named or described in the Schedule and for whom Premium has been paid or agreed to be paid by You to Us by the Premium Due Date.

Cover for each Covered Person will begin at the commencement of the Policy Period or upon joining the Insured during the Policy Period, whichever occurs last, and will only be operative during the Scope of Cover stated on the Schedule. Cover will cease if the Policy is not renewed or when the relationship between the Insured and a Covered Person that made them eligible for cover ceases to exist.

A Covered Person is not a party to the contract of insurance. This insurance agreement is between Us and the Insured stated in the Schedule.

**DEPENDANT** means a Covered Person and their Spouse/ Partner's unmarried financially dependent children under the age of 19 (or up to 25 years of age if a full time Student at an accredited institution of higher learning).

**DOMESTIC DUTIES** means the usual and ordinary activities undertaken by someone as a homemaker including washing, cooking, cleaning and child-minding.

**EXCESS** means the amount shown in the Schedule which is payable by You or a Covered Person in the event of a claim under this Policy.

**EXTREME SPORTS** means:

- BMX or mountain bike riding; bike riding on a circuit or on a course specifically built or intended for competition
- go karting
- horse riding and related activities
- snowboarding; snow skiing
- surfing; jet skiing; water skiing; wakeboarding (or any other sport or activity that involves being towed by any form of watercraft)

- martial arts or boxing (or any similar combative sport or activity including sparring)

- mountain climbing; abseiling; BASE jumping; parachuting; gliding of any description (including paragliding, hang gliding or any similar activity, whether in tandem or otherwise)

- skateboarding (including longboarding); rollerblading; skating or any other similar activity or

- taking part in any racing or time trials of any kind (other than on foot).

**FINGERS AND TOES** means the digits of a hand or foot.

**INCOME** means:

- For a Covered Person who is a salaried employee or receives a wage – the average gross weekly income earned (excluding any overtime, commission, bonuses and any other allowances) actually paid to the Covered Person that was earned from personal exertion from his or her usual employment in the 12 month period immediately preceding the date of Bodily Injury or Sickness (or any shorter period that they have been so engaged in the same occupation).
- For a Covered Person who is self-employed – the average gross weekly income, after deducting all costs and expenses incurred in deriving that income, earned from their personal exertion over the 12 month period immediately preceding the date of Bodily Injury or Sickness (or any shorter period that they have been self-employed in the same occupation).
- For a Covered Person who is on a salary package or total employment cost (TEC) basis – the average gross weekly income earned from their personal exertion over the 12 month period immediately preceding the date of Bodily Injury or Sickness (or any shorter period that they have been employed in the same occupation) including but not limited to wages, motor vehicle and travel allowances, clothing allowances, meal allowances or housing loans and rental allowances but excluding overtime, commission, bonuses and potentially other allowances.

**INCONVENIENCE EXPENSES** means any costs related to transportation or accommodation only.

**INSURED** means the Insured stated in the Schedule.

**INSURED EVENT(S)** means the events specified for which benefits are payable with respect to Bodily Injury or Sickness as defined in this Policy.

**LIMB(S)** means the leg above the ankle or the arm above the wrist.

**LIMIT OF LIABILITY** means the total amount payable for all Bodily Injury claims arising under this Policy from any one Occurrence during the Policy Period and within the Scope of Cover. In the event that claims from one Occurrence arising under this Policy exceed the Limit of Liability stated in the Schedule, each claim will be reduced in proportion to the amount by which the total of all claims exceed this limit.



**MEDICAL PRACTITIONER** means a legally qualified and registered medical practitioner who is not an employee of the Insured, a Covered Person or a relative of the Covered Person and who is acting within the scope of their registration and pursuant to all relevant laws.

**MENTAL DISORDER** means any psychological or behavioural disorder including, but not limited to, depression; stress; anxiety; neurotic, psychotic, mood, personality and dissociative disorders; any condition that is a consequence of the treatment of any of these conditions and any associated physical symptoms including, but not limited to, physical fatigue.

**NUCLEAR, CHEMICAL or BIOLOGICAL TERRORISM** means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent or biological agent by 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 or ideological purposes or reasons including the intention to influence any government or to put the public, or any section of the public, in fear.

**OCCURENCE** means an event or Accident or a series of events or Accidents consequent upon or attributable to one source or original cause.

**PARAPLEGIA** means the total and Permanent paralysis of both legs.

**PERMANENT** means lasting at least 12 months and, in relation to Bodily Injury or Sickness, is beyond hope of improvement.

**PERMANENT PARTIAL DISABLEMENT** means any Permanent disability which is not otherwise defined under Insured Events 2–27.

**PERMANENT TOTAL DISABLEMENT** means any Permanent disablement resulting from a Bodily Injury or Sickness and which entirely prevents the Covered Person from carrying on any gainful profession, trade or occupation for which he or she is reasonably qualified by reason of education, training or experience.

**PERSONAL PROPERTY** means any form of property owned by the Insured or a Covered Person (or for which they are responsible) that is movable and not affixed to or associated with the land.

**POLICY** means the agreement between You and Us to provide insurance cover according to the terms, conditions and exclusions contained in this document, the application for insurance, the Schedule, any attachments to the Schedule and any endorsements.

**POLICY PERIOD** means the period specified in the Schedule.

**PRE-EXISTING CONDITION(S)** means any Sickness, illness, disease, injury, disability or other condition (including any known symptoms or side effects of these):

- that the Covered Person is aware of, or would reasonably have been expected to have been aware of in the circumstances or
- for which the Covered Person has had medical treatment or advice

prior to the commencement of his or her cover under the Policy.

Such condition will not be a Pre-Existing Condition if the Covered Person, since the commencement of his or her cover under the Policy has been able to cease all treatment or advice for at least six consecutive months with the agreement of a Medical Practitioner. For the purpose of this Policy, a Covered Person will not be regarded as “able to cease all treatment or advice” if further treatment or advice would be considered to be likely, expected or inevitable by a Medical Practitioner.

In this case, the Pre-Existing Condition exclusion will still apply.

**PREMIUM** means the amount payable by the Insured calculated as shown on the Schedule.

**PREMIUM DUE DATE** means the date stated in the Schedule when the Premium must be paid in order for the Policy to remain in operation

**QUADRIPLEGIA** means the total and Permanent paralysis of both arms and both legs or of the entire body below the neck.

**SCHEDULE** means the schedule that We send to You with this document that contains Your specific insurance details.

**SCOPE OF COVER** means when the cover is operative under this Policy as stated in the Schedule.

**SICKNESS** means an illness or disease that:

- is not a Bodily Injury
- a Covered Person first became aware of and first became apparent during the Policy Period and when covered by this Policy
- continues for a period of not less than the Waiting Period from the date of commencement of medical treatment by a Medical Practitioner, and
- solely and directly results in Permanent Total Disablement.

**SPOUSE/PARTNER** means a Covered Person’s legal spouse (or de facto partner with whom the Covered Person has continuously cohabited for not less than three consecutive months).

**STATUTORY BENEFIT** means a weekly or periodical benefit payment to a Covered Person by any workers’ compensation insurer or authority, or by any transport or motor accident insurer or authority as a result of a transport Accident.

**STUDENT** means a Covered Person who goes to school, college, university or any other accredited institution of higher learning on a full time basis.

**TEMPORARY PARTIAL DISABLEMENT** means that as a result of a Bodily Injury the Covered Person is unable to carry out a substantial part of the duties normally undertaken in connection with his or her usual occupation and is under the regular care of, and acting in accordance with the instructions or professional advice of, a Medical Practitioner.

**TEMPORARY TOTAL DISABLEMENT** means that as a result of a Bodily Injury the Covered Person is wholly and continuously prevented from carrying out the duties normally undertaken in connection with his or her usual occupation and is under the regular care of, and acting in accordance with the instructions or professional advice of, a Medical Practitioner.

**TUITION EXPENSES** means any reasonable expenses incurred by a Student in order to have a tutor or tutors come to their normal place of residence to continue any studies that have been undertaken over the past six months at their school, college, university or any other accredited institution of higher learning on a full time basis.

**WAITING PERIOD(S)** means the period of consecutive days stated in the Schedule during which no benefits are payable, commencing on the first day of disablement following Bodily Injury.

**WAR** means a state of armed conflict between different countries or different groups within a country including, but not limited to, any activity arising out of the use of, or attempted use of, military force between nations, hostilities, rebellion, revolution, insurrection and invasion, regardless of whether War is declared or not.

**WE/OUR/US** mean ATC Insurance Solutions Pty Ltd acting under a binder as an agent of certain underwriters at Lloyd's.

**YOU/YOUR** means the company, partnership, individual or entity shown as the Insured in the Schedule.

## EXTENT OF COVER

In consideration of the payment of the Premium by the Premium Due Date and subject to the Scope of Cover and the terms, conditions and exclusions of this Policy, We will pay the benefits specified under 'Benefits payable' and 'Additional benefits'.

### Benefits payable

If a Covered Person suffers an Insured Event, we will pay the benefit specified in the Schedule.

In order for a claim to be considered under sections A, B and D, the Insured Event must have occurred:

- solely as a result of an Accident within the Scope of Cover
- as a result of an Accident during the Policy Period and while the claimant is a Covered Person and
- within 12 months from the date of the Accident.

In order for a claim to be considered under section C, the Insured Event must have occurred:

- solely as a result of Sickness within the Scope of Cover
- as a result of Sickness which first manifested itself during the Policy Period and while the claimant is a Covered Person and
- within 12 months from the date of the manifestation of the Sickness.

A claim will only be payable if an amount is shown next to each section on the Schedule.



# BENEFITS PAYABLE (CONTINUED)

Cover for an Insured Event under the following sections will only apply if there is a benefit specified for the applicable Insured Event on the Schedule:

## SECTION A: DEATH

Insured Event	Benefit
Bodily Injury resulting in:	
1. Death	100%

## SECTION B: CAPITAL BENEFITS

Insured Event	Benefit
Bodily Injury resulting in:	
2. Permanent Total Disablement	100%
3. Paraplegia	100%
4. Quadriplegia	100%
5. Permanent loss of sight in both eyes	100%
6. Permanent loss of sight in one eye	100%
7. Permanent loss of use of one Limb	100%
8. Permanent loss of use of two or more Limbs	100%
9. Permanent loss of hearing in both ears	80%
10. Permanent loss of hearing in one ear	25%
11. Permanent loss of four fingers and a thumb (either hand)	80%
12. Permanent loss of the lens of both eyes	100%
13. Permanent loss of the lens of one eye	60%
14. Permanent loss of use of four fingers of either hand	50%
15. Permanent loss of use of one thumb, both joints, of either hand	30%
16. Permanent loss of use of one thumb, one joint, of either hand	20%
17. Permanent loss of use of fingers of either hand, three joints (if Permanent loss of use of three or more fingers, a minimum benefit of 40% will apply)	10%
18. Permanent loss of use of fingers of either hand, two joints	7.5%
19. Permanent loss of use of fingers of either hand, one joint	5%
20. Permanent loss of use of toes of either foot – all, one foot	20%
21. Permanent loss of use of toes of either foot – great, both joints	7.5%
22. Permanent loss of use of toes of either foot – great, one joint	5%
23. Permanent loss of use of toes of either foot – other than great, each toe	5%
24. Fractured leg or patella with established non-union	10%
25. Permanent shortening of the leg by at least 5cm	7.5%

*Continued*

## SECTION B: CAPITAL BENEFITS (continued)

Insured Event	Benefit
Bodily Injury resulting in:	
26. Permanent loss of use of:	
two kidneys	75%
liver	75%
sexual function	50%
two testicles	45%
one kidney	35%
spleen	30%
one testicle	10%
27. Permanent disfigurement (see below)	Up to 50%
28. Any other Permanent Partial Disablement (see below)	Up to 100%

Any Permanent disfigurement or Permanent Partial Disablement will be assessed by Us by considering the severity of the disfigurement or disablement in conjunction with the amounts payable for Insured Events 2 to 26. At Our absolute discretion, We will determine the amount payable. The maximum amount payable under Insured Event 27 will be 50% of the amount shown in the Schedule. The maximum amount payable under Insured Event 28 will be 100% of the amount shown in the Schedule.

The Covered Person's occupation will not be taken into consideration when assessing the amount payable under Insured Events 27 or 28.

If more than one Insured Event is payable under section B resulting from the same Accident, the maximum amount payable will be 100% of the amount shown for section B on the Schedule.

## SECTION C: PERMANENT TOTAL DISABLEMENT FROM SICKNESS

Insured Event	Benefit
Sickness resulting in:	
29. Permanent Total Disablement	100%

## SECTION D: LOSS OF INCOME

Insured Event	Benefit
Bodily Injury resulting in:	
30. Temporary Total Disablement	During such Temporary Total Disablement the amount per week specified in the Schedule is payable and calculated in the manner described.
31. Temporary Partial Disablement	During such Temporary Partial Disablement if a Covered Person is able to return to work in a reduced capacity then the benefit payable shall be calculated as the difference between the per week benefit for Insured Event 30 and the current Income received from the reduced work capacity. If a Covered Person is able to return to work in a reduced capacity, but declines to do so, then the maximum benefit payable will be reduced to 30% of the benefit per week payable under Insured Event 30.

# ADDITIONAL BENEFITS

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Cover for these additional benefits is only included if there is a benefit shown in the Schedule.

Any expenses incurred after 12 months from the date of the Accident will not be payable under any of the additional benefits below.

## 1. Non-Medicare medical expenses

In the event of a Covered Person suffering a Bodily Injury, We will pay up to the percentage of expenses stated in the Schedule in the aggregate for the following incurred expenses in relation to the Bodily Injury:

- ambulance transportation costs
- hospital accommodation and theatre expenses
- medical treatment performed by a Medical Practitioner
- dental treatment performed by a Medical Practitioner
- orthotics, splints, prosthesis, physiotherapy, chiropractor, naturopath, masseuse or osteopath expenses if recommended by a Medical Practitioner.

We will not pay for any of the following expenses under this section:

- any expenses covered by the *Medicare Act 1983* (Cth) or a private health arrangement
- any expenses which can only be covered by an authorised health insurer
- any amount over the percentage of expenses or maximum sum insured stated in the Schedule
- any expenses incurred after the Benefit Period stated in the Schedule.

In addition to the benefit stated in the Schedule, We will also pay up to \$2,500 for the relocation of a Covered Person to an alternative medical facility if they were to suffer a Bodily Injury subject to the following:

- the Bodily Injury occurs more than 200 kilometres from the Covered Person's normal place of residence
- the Covered Person has been hospitalised for at least 72 hours
- the final destination of an alternative medical facility that a Covered Person is being relocated to is within 30 kilometres of their normal place of residence and
- it is recommended by a Medical Practitioner that ongoing medical treatment is required at a medical facility for more than 24 hours upon arriving at the medical facility.

Any claim payable under this additional benefit is subject to the Excess being deducted from the settlement amount.

## 2. Student allowance

In the event of a Covered Person suffering a Bodily Injury, We will pay up to the amount stated in the Schedule for any Tuition Expenses incurred subject to the maximum weekly benefit stated in the Schedule.

We will not pay for the following under this additional benefit:

- any expenses incurred during the Waiting Period stated on the Schedule
- any expenses incurred after the Benefit Period stated in the schedule
- any expenses incurred unless it has been medically certified that a Student is unable to attend their normal place of learning.

Further, a benefit will not be payable if a Covered Person is entitled to claim or is receiving a benefit under either section D or 'Additional benefit 11: Domestic Duties assistance'.

## 3. Parental inconvenience benefit

In the event of a Covered Person suffering a Bodily Injury, We will pay any Inconvenience Expenses incurred by the custodial parents of a Covered Person, up to the benefit stated in the Schedule, in order to visit the Covered Person in hospital. Any Inconvenience Expenses must be certified as necessary by a Medical Practitioner. We will not pay any benefits incurred during the Waiting Period or after the Benefit Period stated in the Schedule has expired.

## 4. Hospitalisation benefit

In the event of a Covered Person suffering a Bodily Injury which results in them being admitted to hospital as an inpatient for more than seven consecutive days, We will pay the benefit stated in the Schedule to the Covered Person or the Covered Person's legal representative up to a maximum period of 365 consecutive days for the duration of their stay in the hospital. In order for a claim to be made under this additional benefit, We will require confirmation from a Medical Practitioner that the Bodily Injury was the sole cause of the hospital admittance. We will not pay any benefits incurred during the Waiting Period or after the Benefit Period stated in the Schedule has expired; if different to the maximum period stated above.

## 5. Coma benefit

In the event of a Covered Person suffering a Bodily Injury which results in them being in a continuous unconscious state, We will pay the benefit stated in the Schedule to the Covered Person or the Covered Person's legal representative up to a maximum period of 180 consecutive days while they remain in a continuous unconscious state. In order for a claim to be made under this additional benefit, we will require confirmation from a Medical Practitioner that the Bodily Injury was the sole cause of the continuous unconscious state. This benefit is payable in addition to any hospitalisation benefit paid. We will not pay any benefits incurred during the Waiting Period stated in the Schedule.

## 6. Home modification and relocation assistance

In the event of the payment of a claim for Bodily Injury under Insured Events 2–10, We will assist the Covered Person in arranging special equipment for, or modifications to, the Covered Person's normal place of residence or motor vehicle up to the benefit stated in the Schedule. Alternatively, We will pay up to the benefit stated in the Schedule for the relocation of a Covered Person to a more suitable residence.

Assistance will only be considered if it is recommended by the Covered Person's Medical Practitioner and agreed by Us in writing. Assistance will not be available if it can be received from any other source.

## 7. Rehabilitation expenses

In the event of a Covered Person suffering a Bodily Injury, We will pay up to the benefit stated in the Schedule for any reasonable expenses incurred to help rehabilitate the Covered Person following a recommendation from a Medical Practitioner and agreed by Us in writing.

## 8. Retraining expenses

In the event of a Covered Person suffering a Bodily Injury, We will pay up to the benefit stated in the Schedule for any reasonable expenses incurred by a Covered Person in arranging for training or advice from a licensed vocational school. Expenses will only be reimbursed if the training or advice is recommended by a Medical Practitioner and agreed by Us in writing.

## 9. Membership fees benefit

In the event of a Covered Person suffering a Bodily Injury which results in the Covered Person being certified by a Medical Practitioner as unable to continue taking part in the sporting activity covered by this Policy for the remainder of any membership or registered period, We will pay up to the benefit stated in the Schedule. The amount payable will be calculated by pro-rating the membership or registration fee paid by the Covered Person from the date of the Bodily Injury to the end of the membership or registration period. The maximum period We will consider for any membership or registration is 12 months.

## 10. Funeral expenses

In the event of a Covered Person suffering a Bodily Injury which results in their death within 12 months of the Accident, We will pay the actual cost of the Covered Person's funeral or cremation including where necessary the cost of returning the Covered Person's body or ashes to his or her home town, or other location requested by the legal representative of the Covered Person's estate, up to the benefit stated in the Schedule.

## 11. Domestic Duties assistance

In the event of a Covered Person suffering a Bodily Injury, We will pay up to the benefit stated in the Schedule for any expenses incurred by a Covered Person to carry out Domestic Duties at the Covered Person's normal place of residence in the event of a Covered Person being unable to undertake such Domestic Duties.

We will not pay for the following under this additional benefit:

- any expenses unless they have been certified as necessary by a Medical Practitioner
- any expenses incurred by a Spouse or other immediate family member
- any expenses incurred during the Waiting Period stated in the Schedule
- any expenses incurred after the Benefit Period stated in the Schedule.

This benefit is payable to the person who carries out the Domestic Duties or to a Covered Person upon us receiving a tax invoice rendered by the third party provider of such Domestic Duties.

Further, a benefit will not be payable if a Covered Person is entitled to claim or is receiving a benefit under either section D or 'Additional benefit 2: Student allowance'.

## 12. Personal Property expenses

In the event of a Covered Person suffering loss or damage to their Personal Property as a result of a Bodily Injury, we will cover up to the benefit stated in the Schedule. We will deduct the Excess stated in the Schedule from any claim made.

## 13. Disappearance

In the case of a Covered Person disappearing during the Policy Period, We will pay the benefit stated in the Schedule under section A subject to the following criteria being met:

- it is reasonable to assume that the disappearance is due to the occurrence of a Bodily Injury
- a period of no less than 12 months has passed since the original date of the disappearance and
- the Insured or the legal representatives of the Covered Person's estate provide Us with a signed agreement stating that if it later transpires that the Covered Person did not die, or did not die of Bodily Injury, any amount paid will be reimbursed to Us.

## 14. Exposure

In the case of a Covered Person being exposed to severe weather conditions as a result of an Accident and suffers any of the Insured Events within 12 months of the Accident, it will be deemed that the Covered Person has suffered a Bodily Injury on the date of the Accident.



# SPECIAL PROVISIONS

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1. Benefits shall not be payable:
  - a) unless as soon as possible after the happening of any Bodily Injury or Sickness the Covered Person obtains and follows medical advice from a Medical Practitioner. Benefit payments will cease if the Covered Person stops following medical advice or refuses or delays medical treatment (other than experimental treatment), which in the opinion of an independent Medical Practitioner could reduce the period or degree of disablement.
  - b) under any Insured Events in excess of the Benefit Period stated in the Schedule in respect of any one Bodily Injury
  - c) during the Waiting Period
  - d) if any Premiums due during the period of the claim are not paid to Us.
2. We will be entitled to reduce the weekly benefits payable under section D if the Covered Person is entitled to claim or receive a periodic benefit for lost Income from any other source as a result of the same Bodily Injury. We will reduce the weekly benefits to ensure that the combined total of the weekly benefits under section D and the other benefit does not exceed the percentage of the Covered Person's Income stated in the Schedule.

If a Covered Person surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or in part), or defers the payment of such claim or entitlement (including by adjusting the waiting period applicable under another policy of insurance), the total amount of benefits payable under this Policy will reduce by the amount of payment to which the Covered Person would have been entitled or had the right to claim. Benefits or entitlements received from other sources after weekly benefits have been paid under this Policy must be refunded by a Covered Person to Us.
3. In the event of a payment of a claim under section D, the maximum amount payable will be 85% of the Covered Person's Income per week, or the amount stated in the Schedule, whichever is the lesser.
4. Benefits will be paid at the rate of one-fifth (1/5th) of the weekly benefit for each day of disablement in the event of a disability for a period of less than one full week.
5. If We inadvertently pay a Covered Person in excess of their entitlement to weekly benefits under section D, We reserve the right to recover that overpayment, including by deducting the over paid amount from any amounts subsequently payable under this Policy in respect of the same Bodily Injury.
6. If a Covered Person suffers a recurrence of Temporary Total or Temporary Partial Disablement from the same or related cause or causes, the subsequent period of Temporary Total or Temporary Partial Disablement will be deemed to be a continuation of the prior period unless between such periods the Covered Person has worked on a full time basis for at least six consecutive months, in which case the subsequent period of Temporary Total or Temporary Partial Disablement shall be deemed to have resulted from a new Bodily Injury and a new Waiting Period shall apply.
7. In the event of a claim being paid under sections A, B or C, all benefits under section D will cease.
8. Weekly benefits shall be payable fortnightly in arrears, commencing at the end of the first fortnight after the Waiting Period stated in the Schedule.
9. Any benefit payable under sections A, B or C of this Policy shall be reduced by any amounts previously paid under section D and any of the following additional benefits:
  - Domestic Duties assistance
  - Student allowance
  - non-Medicare medical expenses.
10. If a claim exceeds a Limit of Liability stated in the Schedule, the payment will be proportionately reduced until the total cost does not exceed the limits shown on the Schedule.
11. We will not pay any benefit that, if paid, would result in Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth) or any applicable legislation (whether in Australia or overseas).

# GENERAL EXCLUSIONS

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This Policy shall not apply to any Insured Event directly caused by or arising from:

1. a criminal act committed by the Insured, a Covered Person or a beneficiary of a Covered Person's benefits under this Policy
2. any Accident or Sickness if You or a Covered Person are outside the age limits stated in the Schedule
3. Acquired Immune Deficiency Syndrome (AIDS) Disease or Human Immunodeficiency Virus (HIV) infection
4. an act of Nuclear, Chemical or Biological Terrorism whether directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with such an act
5. any Bodily Injury or loss as a result of War, or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any Government de jure or de facto or to the influencing of it by terrorism or violence, or martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege
6. any expenses incurred for preventative measures rather than for the treatment of the Bodily Injury
7. any Mental Disorder
8. any Pre-Existing Condition or degenerative changes to joints, bones, muscles, ligaments, cartilage or tendons of the body, including vertebral discs, whatever the cause
9. death as a result of Sickness
10. intentional self-inflicted Bodily Injury or Sickness, suicide or attempt at it
11. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission), or nuclear weapons material
12. pregnancy, childbirth or miscarriage other than a complication arising from a Bodily Injury covered under the Policy
13. where a Covered Person has deliberately exposed themselves to exceptional or unusual danger (except in an attempt to save human life)
14. You or a Covered Person being a pilot or crew-member of any aircraft or engaging in any aerial activity except as a passenger in a properly licensed aircraft
15. You or a Covered Person being under the influence of alcohol
16. You or a Covered Person being under the influence of drugs or narcotics that are not lawfully available or which have not been prescribed by or taken in accordance with the instructions of a Medical Practitioner
17. You or a Covered Person engaging in or taking part in naval, military or air force service or operations
18. You or a Covered Person participating in any Extreme Sports which have not been declared to and agreed by Us
19. You or a Covered Person refusing or failing to obtain medical advice from a Medical Practitioner or fails to follow such advice following an Accident or Sickness.

# GENERAL CONDITIONS

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## 1. Currency

All amounts shown in the Schedule and Policy wording are stated in Australian dollars (AUD). Any claims made under this Policy will be paid in Australian dollars (AUD) using the currency exchange rate at the time of an Insured Event or when an expense was incurred.

## 2. Other insurance

In the event of a claim, You or a Covered Person need to notify Us of any other insurance or scheme You or the Covered Person are entitled to claim under, have access to or receive a benefit from, which covers the same Insured Event.

## 3. Australian law

Your Policy is governed by the laws of the state or territory where this Policy was issued and any dispute or action in connection with Your Policy shall be conducted and determined by the courts of that state or territory.

## 4. Cooling off

You have 21 days after the Policy has commenced to decide if the Policy meets Your needs. You may exercise Your cooling off right by advising Us directly or via your insurance broker or intermediary that You wish to cancel Your Policy.

If You do this, We will refund any Premium You have paid during the cooling off period unless You or a Covered Person have made a claim, or anything else has occurred during the cooling off period, for which a claim is payable. If We are unable to recover any charges or taxes paid by Us, this will be deducted from the refund amount.

## 5. Cancellation

- a) You may cancel this Policy at any time by providing Us with confirmation of Your instruction in writing. Cancellation will be effective from the date We receive notification in writing from You.
- b) We have the right to cancel this Policy where permitted by law.
- c) If You or We cancel the Policy, We may deduct a pro rata proportion of the Premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover. No refund will be payable in the event of a claim having been paid under the Policy.

## 6. Fraud

Any fraudulent mis-statement or non-disclosure by You in relation to any matter affecting this insurance or in connection with the making of any claim under it will give Us the rights provided for in the *Insurance Contracts Act 1984 (Cth)*, including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the Policy.

## 7. Non-imputation

Failure by You or a Covered Person to comply with any terms and conditions of this Policy shall not prejudice the right of any other party to indemnity under this Policy. However, indemnity is only provided to You or a Covered Person who is innocent of, and had no prior knowledge of, such failure. A party shall as soon as practicable after becoming aware of the failure advise Us in writing of all relevant facts.

## 8. Reasonable care

The Insured and Covered Persons must take all reasonable steps to avoid or reduce any loss covered under the Policy.

## 9. Change in risk and business activities

If the Insured changes their business activities which results in an increase in the risk of a claim under the Policy, the Insured must notify Us as soon as reasonably practicable.

## 10. Subrogation

- a) If We make payments under the Policy to You or a Covered Person, to the extent You or a Covered Person may have a cause of action for damages against any other person arising out of the Insured Event giving rise to indemnity under this Policy, We retain the right of subrogation and repayment by way of an action to be brought in the name of You or the Covered Person against the third party. Both You and the Covered Person must provide reasonable assistance to Us in pursuing any such rights.
- b) If You or a Covered Person bring a claim for damages in Your own name against another person arising out of the Insured Event giving rise to indemnity under this Policy and You or the Covered Person is successful in recovering damages against the other person then You or the Covered Person will repay to Us out of any such award of damages any sum awarded for the same period during which the Covered Person received benefits under this Policy for the same Insured Event up to the full amount of the benefits paid under this Policy. We will provide reasonable cooperation to the Covered Person or their legal advisers in bringing any such action.

## 11. Service of suit

The underwriters hereon agree that:

- a) In the event of a dispute arising under this Insurance, underwriters at the request of the Insured or a Covered Person will submit to the jurisdiction of any competent court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such court.
- b) Any summons notice or process to be served upon:  
Lloyd's Underwriters' General Representative  
in Australia  
General Representative in Australia  
Suite 2, Level 21, Angel Place  
123 Pitt Street  
Sydney NSW 2000  
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 a Covered Person to give a written undertaking to the Insured or the Covered Person that he will enter an appearance on underwriters' behalf.
- c) If a suit is instituted against one of the underwriters, all underwriters hereon will abide by the final decision of such court or any appellate court.

## 12. Several liability notice – LSW 1001

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





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