



Group Personal Accident & Sickness Insurance

Vertex Policy Wording

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General Definitions

Accident means a sudden, external and identifiable **Event** that happens by chance and could not have been expected from the perspective of the **Covered Person**. The word **Accidental** will be construed accordingly.

Accidental Death means death occurring as a result of a **Bodily injury**.

Bodily Injury means a bodily injury resulting solely and directly from an **Accident** and which occurs independently of any illness or other cause, where the bodily injury and **Accident** both occur during the **Period of Insurance** and while the person is a **Covered Person**. It does not mean:

- a **Sickness** or illness or disease; or
- any pre-existing physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any **Bodily Injury**).

Civil War means any of the following, whether declared or not: armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country where the opposing parties are of different ethnic religious or idealistic groups.

Claimant means the **Policyholder**, a **Covered Person** or any other person entitled to claim under the **Policy**.

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

Covered Person means a person who meets the criteria specified for a **Covered Person** in the **Schedule** and with respect to whom **Premium** has been paid or agreed to be paid by the **Policyholder**. They are a person that is legally entitled to claim under the **Policy** by reason of the operation of Section 48 of the *Insurance Contracts Act 1984 (Cth)* and on no other basis. A **Covered Person** is not a contracting insured under the **Policy** with Us. Our agreement is entered into with the **Policyholder**.

Dependent Child means a **Covered Person's** unmarried dependent child (including step or legally adopted child) as long as they are under 19 years of age or under 25 years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon the **Covered Person** for maintenance and support.

Doctor means a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

- the **Policyholder**;
- the **Covered Person**;
- a **Close Relative** of the **Covered Person** or any other immediate family member of the **Covered Person**; or
- an **Employee** of the **Policyholder**.

Employee means any person in the **Policyholder's** service including directors (executive and non-executive), board members, consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **Policyholder's** behalf.

Endorsement means a written alteration to the terms of the **Policy**.

Event(s) means the **Event(s)** described in the relevant Table of Events set out in this **Policy**.

Excess Period means the period of time following an **Event** giving rise to a claim for which no benefits are payable as specified in the **Schedule**.

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

Foot means the entire foot below the ankle.

Hand means the entire hand below the wrist.

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

Local Time means the time at the **Policyholder's** principal place of business.

Loss means in connection with:

- a **Limb**, **Permanent** physical severance or **Permanent** total loss of the use of the **Limb**;
- an eye, total and **Permanent** loss of all sight in the eye;
- hearing, total and **Permanent** loss of hearing;
- speech, total and **Permanent** loss of the ability to speak;

and which in each case is caused by **Bodily Injury**.

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

Period of Insurance means the period shown on the current **Schedule** or such shorter time if the **Policy** is terminated and for which cover applies under the **Policy**.

Permanent means having lasted 12 consecutive months and at the expiry of that period, being beyond hope of improvement.

Permanent Total Disablement means in the opinion of a **Doctor**:

- (i) the **Covered Person's** disability is **Permanent**; and
- (ii)
 - (a) where the **Covered Person** is aged 75 years or under, the **Covered Person** is entirely and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience; or
 - (b) where the **Covered Person** is over 75 years of age and up to but not including 85 years of age, the **Covered Person** is entirely and continuously unable to engage in, perform or attend to any occupation or business.

Policy means this document, the current **Schedule** and any **Endorsement**.

Policyholder means:

- (i) the named individual or entity listed as the **Policyholder** in the **Schedule** with whom **We** enter into the **Policy**. They are the contracting insured;
- (ii) any subsidiary company (including subsidiaries thereof) of the **Policyholder** and any other organisation under the control of the **Policyholder** and over which it is exercising active management;
- (iii) any new organisation acquired during the **Period of Insurance** by the **Policyholder** described in (i) and (ii) above, through consolidation, merger, purchase, or assumption of control and active management, provided that such acquisition or assumption is:
 - (a) reported to the **Insurer** within ninety (90) days after it is acquired; and
 - (b) endorsed on this **Policy**.

Pre-Existing Medical Condition means:

- (i) any condition for which a **Doctor** was consulted or for which treatment or medication was prescribed prior to the effective date of coverage; or
- (ii) a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware within three months prior to the effective date of coverage.

Premium means the premium as shown in the **Schedule** that is payable in respect of the **Policy** by the **Policyholder**.

Professional Sport means any sport for which a **Covered Person** receives any fee or monetary reward as a result of their participation.

Quadriplegia means the **Permanent** loss of use of both arms and both legs.

Salary means:

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

Schedule means the **Schedule** attached to the **Policy** or any later **Schedule** issued on renewal, variation or by way of **Endorsement**.

Sickness means any illness or disease of the **Covered Person** occurring during the **Period of Insurance** and while the person is a **Covered Person**, first manifesting itself not less than 30 days after they become a **Covered Person**.

Spouse/Partner means a **Covered Person's** husband or wife and includes a de-facto and/or life partner with whom a **Covered Person** has continuously cohabited for a period of three months or more.

Temporary Partial Disablement means the **Covered Person** is, in the opinion of a **Doctor**, temporarily unable to engage in a substantial part of their usual occupation or business duties, while the **Covered Person** is under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

Temporary Total Disablement means the **Covered Person** is, in the opinion of a **Doctor**, temporarily unable to engage in their usual occupation or business duties, while the **Covered Person** is under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

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

We/Our/Us means the insurer named in the **Schedule**.

1. Personal Accident & Sickness Cover

Extent of cover

Subject to the other terms, conditions and exclusions of the **Policy**:

1.1 Personal Accident

Where a **Covered Person** suffers from an **Event** described in Parts A, B, D or E of the following Table of Events that:

- (i) is as a result of a **Bodily Injury**; and
- (ii) occurs within 12 months of the date of the **Bodily Injury**,

We will pay the corresponding benefit for that **Event** set out in the Table of Events, provided an amount is shown for that **Event** in the **Schedule** against Parts A, B, D or E.

However, We will only pay the corresponding benefit for that **Event** set out in the Table of Events if the **Bodily Injury** occurs during the **Period of Insurance** and while the person is a **Covered Person**.

1.2 Sickness

Where a **Covered Person** suffers from an **Event** described in Parts C of the following Table of Events that:

- (i) is as a result of a **Sickness**; and
- (ii) occurs within 12 months of the date of the manifestation of the **Sickness**,

We will pay the corresponding benefit for that **Event** set out in the Table of Events, provided an amount is shown in the **Schedule** for that **Event** against Part C.

However, We will only pay the corresponding benefit for that **Event** set out in the Table of Events if the **Sickness** occurs during the **Period of Insurance** and while the person is a **Covered Person**.

Table of Events

1.3 Part A – Lump Sum Benefits

Cover for an **Event** under this Part applies only if an amount for that **Event** is shown in the **Schedule** against Part A – Lump Sum Benefits.

THE EVENTS	THE BENEFITS
Note: The following Event(s) must occur within 12 months of the date of the Bodily Injury.	The Benefits shown are a percentage of the amount shown in the Schedule against Part A – Lump Sum Benefits for each Covered Person.
1. Accidental Death	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 eye	100%
6. Loss of use of two Limbs	100%
7. Loss of use of one Limb	100%
8. Permanent and incurable insanity	100%
9. Loss of hearing in:	
(a) both ears	100%
(b) one ear	30%
10. Permanent Loss of use of four Fingers and Thumb of either Hand	80%
11. Permanent Loss of the lens of one 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 Fingers of either Hand	50%
14. Permanent Loss of use of one Thumb of either Hand:	
(a) both joints	30%
(b) one joint	15%
15. Permanent Loss of use of one, two and/or three Finger(s) of either Hand:	
(a) three joints	15%
(b) two joints	10%
(c) one joint	5%
16. Permanent Loss of use of Toes of either Foot:	
(a) all – one Foot	15%
(b) great – both joints	5%
(c) great – one joint	3%
(d) other than great – each Toe	1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least five cm	7.5%
19. Permanent partial disablement not otherwise provided for under Events 2 to 18 inclusive.	Such percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified by no fewer than three Doctors , one of whom will be the Covered Person's treating Doctor and the remaining two will be appointed by Us . In the event of a disagreement, the amount payable will be the average of the three opinions. The maximum amount We will pay is 75% of the lump sum benefit insured.

1.4 Part B – Bodily Injury Benefits

Part B – Bodily Injury Resulting In Surgery – Benefits

Cover for an **Event** under this Part applies only if:

- (i) an amount is shown in the **Schedule** against Part B – **Bodily Injury** Resulting in Surgery – Benefits; and
- (ii) the surgery is undertaken outside of Australia.

THE EVENTS	THE BENEFITS
Note: The following surgical procedures must be carried out within 12 months of the date of the Bodily Injury .	The benefits shown below are a percentage of the amount shown in the Schedule against Part B – Bodily Injury Resulting in Surgery – Benefits.
20. Craniotomy	100%
21. Amputation of a Limb	100%
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 anesthetic	5%

Part B – Weekly Benefits – Bodily Injury

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

THE EVENTS	THE BENEFITS
25. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, up to the weekly benefit shown in the Schedule against Section 1, Part B – Weekly Benefits – Bodily Injury , but not exceeding the percentage of Salary shown in the Schedule of the Covered Person's Salary .
26. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, up to the weekly benefit amount shown in the Schedule against Part B – Weekly Benefits – Bodily Injury less any amount of current earnings as a result of working in a reduced capacity with the Policyholder , provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary . Should the Covered Person be able to return to work with the Policyholder in a reduced capacity, yet elect not to do so then the benefit payable will be 25% of the Covered Person's Salary .

1.5 Part C – Sickness Benefits

Part C – Sickness Resulting In Surgery – Benefits

Cover for an **Event** under this Part applies only if:

- (i) an amount is shown in the **Schedule** against Part C – **Sickness** Resulting in Surgery – Benefits; and
- (ii) the surgery is undertaken outside Australia.

THE EVENTS	THE BENEFITS
Note: The following surgical procedure(s) must occur within 12 months of the date of manifestation of the Sickness .	The benefits shown below are a percentage of the amount shown in the Schedule against Part C – Sickness Resulting in Surgery – Benefits.
27. Open heart surgical procedure	100%
28. Brain surgery	100%
29. Abdominal surgery carried out under general anaesthetic	50%
30. Any other surgical procedure carried out under a general anaesthetic	5%

Part C – Weekly Benefits – Sickness

Cover for an **Event** under this Part applies only if an amount is shown in the **Schedule** against Part C – Weekly Benefits – Sickness.

THE EVENTS	THE BENEFITS
31. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, up to the weekly benefit shown in the Schedule against Part C – Weekly Benefits – Sickness, but not exceeding the percentage of Salary shown in the Schedule of the Covered Person's Salary .
32. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, up to the weekly benefit amount shown in the Schedule against Part C – Weekly Benefits – Sickness less any amount of current earnings as a result of working in a reduced capacity with the Policyholder provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary . Should the Covered Person be able to return to work with the Policyholder in a reduced capacity, yet elect not to do so then the benefit payable will be 25% of the Covered Person's Salary .

1.6 Part D – Fractured Bones – Lump Sum Benefits

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

THE EVENTS	THE BENEFITS
Note: The following fractured bones must occur within 12 months of the date of the Bodily Injury .	The benefits shown below are a percentage of the amount shown in the Schedule against Part D – 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%

- The maximum benefit payable for any one **Bodily Injury** resulting in fractured bones will be the amount shown in the **Schedule** against Part D – Fractured Bones – Lump Sum Benefits.
- In the case of an established non-union of any of the above fractures, notwithstanding the maximum benefit payable amount, **We** will pay an additional benefit of 5% of the amount shown in the **Schedule** against Part D – 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.

1.7 Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits

Cover for an **Event** under this Part applies only if an amount is shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.

THE EVENTS The following loss or procedure(s) (as the case may be) must occur within twelve (12) months of the date of the Bodily Injury.	THE BENEFITS The benefits shown below are a percentage of the amount shown in the Schedule against Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.
42. Loss of teeth or full capping of teeth	100%
43. Partial capping of teeth	50%

- The maximum benefit payable for any one **Bodily Injury** resulting in loss of teeth or dental procedures will be the amount shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits. A limit per tooth applies and will be the amount shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – sub-limit.
- For the purpose of Part E – a tooth means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.

2. Additional Cover

2.1 Disappearance

If:

- (i) during the **Period of Insurance**; and
- (ii) while the person is a **Covered Person**,

the **Covered Person** disappears in any manner whatsoever and the **Covered Person's** body has not been found within 12 months after the date of that disappearance, the **Covered Person** will be deemed to have died as a result of a **Bodily Injury** at the time of their disappearance.

Where the **Accidental Death** benefit in the Table of **Events (Event 1)** is payable because of a disappearance, **We** will only pay that benefit if the **Policyholder** or the legal representatives of the **Covered Person's** estate give **Us**:

- (a) a signed undertaking that the benefit will be repaid to **Us** if, after **Our** payment, it is found that the **Covered Person** did not die or did not die as a result of a **Bodily Injury**; and
- (b) where the cause of the **Covered Person's** disappearance is unknown, a death certificate from the relevant jurisdiction's Registry of Births, Deaths and Marriages or equivalent.

2.1.1 Conditions applicable to Disappearance cover

Where the cause of the **Covered Person's** disappearance is unknown, the disappearance must be reported:

- (i) to the local police and a written report obtained; and
- (ii) where the disappearance occurs outside the **Covered Person's** country of residence, to the applicable embassy, consulate or other representative of the country of residence and a written report obtained.

2.2 Escalation of Claim Benefit

After paying a benefit under **Events 25** and/or **26** or **Events 31** and/or **32** continuously for 12 months and again after each subsequent period of 12 months during which a benefit is paid, the benefit will be increased by 5% per annum.

2.3 Exposure

If:

- (i) during the **Period of Insurance**; and
- (ii) while the person is a **Covered Person**,

the **Covered Person** is exposed to the elements as a result of an **Accident** and, within 12 months of the **Accident**, the **Covered Person** suffers from any of the **Events** as a direct result of that exposure, the **Covered Person** will be deemed for the purpose of the **Policy** to have suffered a **Bodily Injury** on the date of the **Accident**.

2.4 Guaranteed Payment

If a **Covered Person** sustains a **Bodily Injury** or suffers a **Sickness** for which benefits are payable under **Events 25** or **31**, **We** will immediately pay 12 weeks benefits provided that the **Policyholder** or a **Covered Person** gives **Us** proper medical evidence from a **Doctor** certifying that the total period of **Temporary Total Disablement** will be a minimum of 26 weeks.

3. Extensions

The following Extensions automatically apply to this **Policy**, provided they are shown as “Applicable” or have a corresponding \$ value in the **Schedule**. Each Extension is subject to the General Conditions, General Exclusions and General Provisions of this **Policy**.

3.1 Chauffeur Services

If:

- (i) during the **Period of Insurance**; and
- (ii) while the person is a **Covered Person**,

the **Covered Person** sustains a **Bodily Injury** or **Sickness** for which benefits are payable under **Events 25, 26, 31 or 32**, **We** will pay for a chauffeur or taxi service to and from the **Covered Person’s** usual place of work and their usual place of residence if the **Covered Person** recovers sufficiently to return to work but a **Doctor** certifies that they are unable to drive a vehicle or travel on public transport. The maximum amount **We** will pay is the amount shown in the **Schedule** against Extensions – Chauffeur Services.

3.2 Coma Benefit

If:

- (i) during the **Period of Insurance**; and
- (ii) while the person is a **Covered Person**,

the **Covered Person** sustains a **Bodily Injury** which:

- (a) directly causes or results in a continuous unconscious state; and
- (b) the **Covered Person** or the **Covered Person’s** legal representative presents **Us** with a written opinion of a **Doctor** that verifies that the **Bodily Injury** caused the **Covered Person** to be in such a continuous unconscious state,

We will pay to the **Covered Person** or the **Covered Person’s** legal representative on behalf of the **Covered Person**, a daily amount for each day or part thereof of continuous unconsciousness, up to a maximum number of consecutive days. The daily amount and maximum number of consecutive days is shown in the **Schedule** against Extensions – Coma Benefit. This benefit will be payable in addition to any other amount paid or payable under the **Policy**.

3.3 Corporate Image Protection

If:

- (i) during the **Period of Insurance**; and
- (ii) while the person is a **Covered Person**,

the **Covered Person** suffers a **Bodily Injury** and, in **Our** opinion, this is likely to result in a valid claim under the **Policy** with respect to, Part A – Lump Sum Benefits for either:

- (a) **Accidental Death (Event 1)**; or
- (b) **Permanent Total Disablement (Event 2)**,

We will reimburse the **Policyholder** for costs (other than the **Policyholder’s** own internal costs) incurred:

- (i) to engage as necessary image consultants and public relations consultants; and
- (ii) to release information through the media.

Costs must be incurred within 15 days of, and directly in connection with, such **Bodily Injury(ies)**, to protect and/or positively promote the **Policyholder’s** business and image. The maximum amount **We** will pay with respect to any one **Event** or set of circumstances is the amount shown in the **Schedule** against Extensions – Corporate Image Protection, and is subject to the **Policyholder** giving **Us** a signed undertaking that any amount paid to the **Policyholder** will be repaid to **Us** if, after **Our** payment, it is found that a valid claim did not or will not eventuate.

3.4 Dependent Child Supplement

If:

- (i) during the **Period of Insurance**; and
- (ii) while the person is a **Covered Person**,

the **Covered Person** suffers an **Accidental Death** and is survived by a **Dependent Child**, **We** will pay the **Covered Person’s** estate a lump sum for each surviving **Dependent Child** subject to a maximum benefit amount with respect to any one family as shown in the **Schedule** against Extensions – **Dependent Child Supplement**.

3.5 Funeral Expenses

If:

- (i) during the **Period of Insurance**; and
- (ii) while the person is a **Covered Person**,

the **Covered Person** suffers an **Accidental Death**, **We** will pay the expenses of burial or cremation at the place of death or the cost of returning the **Covered Person's** body or ashes to a place nominated by the legal representative of the **Covered Person's** estate. The maximum amount **We** will pay is the amount shown in the **Schedule** against Extensions – Funeral Expenses.

3.6 Independent Financial Advice

If a **Covered Person** sustains a **Bodily Injury** for which benefits are payable under **Events 1–9(a)**, **We** will, if asked by the **Policyholder**, the **Covered Person** or representatives of the **Covered Person's** estate, pay in addition to payment of the benefit, the costs of obtaining financial advice in respect of the payment of the benefit for **Events 1–9(a)** provided such advice is given by a professional financial advisor:

- (i) who is not a **Close Relative** of the **Covered Person**; and
- (ii) who, at the time the advice is given, is regulated by the Australian Securities and Investments Commission (ASIC) and is authorised by ASIC to give such financial advice.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extensions – Independent Financial Advice.

3.7 Orphan Benefit

If:

- (i) during the **Period of Insurance**; and
- (ii) while the person is a **Covered Person**,

the **Covered Person** and their **Spouse/Partner** suffer an **Accidental Death** as a result of the same **Accident** and they are survived by a **Dependent Child**, **We** will pay the **Covered Person's** estate a lump sum for each **Dependent Child** subject to a maximum benefit amount with respect to any one family as shown in the **Schedule** against Extensions – Orphan Benefit.

3.8 Partner Retraining Benefit

If:

- (i) during the **Period of Insurance**; and
- (ii) while the person is a **Covered Person**,

the **Covered Person** suffers an **Accidental Death** or **Permanent Total Disablement**, **We** will pay, at the **Policyholder's** request, a lump sum towards the costs incurred for the training or retraining of the **Covered Person's Spouse/Partner**:

- (a) for the purpose of obtaining gainful employment; or
- (b) to improve their employment prospects; or
- (c) to enable them to improve the quality of care they can provide to the **Covered Person**,

provided always that:

- (i) the **Spouse/Partner** is aged under 65 years at the commencement of such training;
- (ii) the training is provided by a recognised institution with qualified skills to provide such training; and
- (iii) all such expenses are incurred within 24 months from the date the **Covered Person** suffered the **Bodily Injury** for which the claim depends.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extensions – Partner Retraining Benefit.

3.9 Replacement Staff/Recruitment Costs

If:

- (i) during the **Period of Insurance**; and
- (ii) while the person is a **Covered Person**,

the **Covered Person** suffers a **Bodily Injury** and, in **Our** opinion, this is likely to result in a valid claim under the **Policy** with respect to, Part A – Lump Sum Benefits for either:

- (a) **Accidental Death (Event 1)**; or
- (b) **Permanent Total Disablement (Event 2)**,

We will pay the reasonable costs incurred by the **Policyholder** to recruit replacement **Employees**. Costs must be incurred within 45 days and be necessary to enable the **Policyholder's** business to continue. The maximum amount **We** will pay for each **Employee** and in aggregate for all **Employees**, is the amounts shown in the **Schedule** against Extensions – Replacement Staff/Recruitment Costs.

We will pay the costs after the **Policyholder** has given **Us** a signed undertaking that any amount paid to the **Policyholder** will be repaid to **Us** if, after payment, it is found that a valid claim did not or will not eventuate.

3.10 Tuition or Advice Expenses

When **Events 25** and/or **26** or **Events 31** and/or **32** occur, for which benefits are payable, **We** will reimburse expenses incurred by the **Policyholder** or a **Covered Person** for tuition or advice given to the **Covered Person** by a licensed vocational school, provided such tuition or advice is undertaken with **Our** prior written agreement and the agreement of the **Covered Person's Doctor**.

Reimbursement under this provision will be limited to the actual costs incurred by the **Policyholder** or the **Covered Person** up to the maximum amount per month and for the maximum number of months shown in the **Schedule** against Extensions – Tuition or Advice Expenses.

3.11 Visitors Benefit

If, during the **Period of Insurance**, a third party visits the **Policyholder's** premises in a business capacity and sustains a **Bodily Injury** which, had the visitor been a **Covered Person**, would have resulted in a benefit being paid under **Event 1** or **Event 2**, **We** will pay the **Policyholder** a benefit. The maximum amount **We** will pay is the amount shown in the **Schedule** against Extensions – Visitors Benefit.

4. General Conditions Applicable to the Policy

These general conditions apply to all covers and the **Policy** unless they are expressly stated not to apply in relation to the cover or the **Policy**.

4.1 If a **Covered Person** suffers a **Bodily Injury** resulting in any one of **Events 2–9(a)**, We will not be liable under the **Policy** for any subsequent **Bodily Injury** to that **Covered Person**.

4.2 We will not pay benefits for more than one of **Events 1 to 19** in respect of the same **Bodily Injury**.

4.3 We will not pay benefits:

- (i) for **Events 25 and 26** in excess of the total aggregate period in respect of any one **Bodily Injury** as shown in the **Schedule** against Part B – Weekly Benefits – **Bodily Injury**;
- (ii) for **Events 31 and 32** in excess of the total aggregate period in respect of any one **Sickness** as shown in the **Schedule** against Part C – Weekly Benefits – **Sickness**;
- (iii) for **Events 25, 26, 31 and 32**:
 - (a) during the **Excess Period** stated in the **Schedule** against Part B – Weekly Benefits – **Bodily Injury** or against Part C – Weekly Benefits – **Sickness**, calculated from the commencement of the **Bodily Injury** or **Sickness**; and
 - (b) after that **Excess Period**, in an amount which exceeds the applicable percentage as provided in the **Schedule** against Part B – Weekly Benefits – **Bodily Injury** or against Part C – Weekly Benefits – **Sickness** of the lesser of:
 - (X) the maximum **Salary** stated in the **Schedule** against Part B – Weekly Benefits – **Bodily Injury** or against Part C – Weekly Benefits **Sickness**; or
 - (Y) the **Covered Person's Salary**.

For example, if:

- (A) the applicable percentage is 75%; and
- (B) the maximum **Salary** stated in the **Schedule** is \$2,000 x 156 weeks against Part B – Weekly Benefits – **Bodily Injury** or against Part C – Weekly Benefits – **Sickness**; and
- (C) a **Covered Person's Salary** is \$1,500,

then that **Covered Person's** maximum benefit will be limited to 75% of \$1,500 x 156 weeks = \$175,500.

- (iv) unless the **Covered Person**, as soon as possible after the happening of any **Bodily Injury** or the manifestation of any **Sickness** giving rise to a claim under the **Policy**, procures and follows proper medical advice from a **Doctor**;
- (v) for more than one of **Events 25 and/or 26** or **Events 31 and/or 32** that occur for the same period of time; and
- (vi) for more than one of the surgical benefits described in **Events 20 to 24 and 27 to 30**, in respect of any one **Bodily Injury** or **Sickness**.

- 4.4 The amount of any benefit payable for **Temporary Total Disablement** and **Temporary Partial Disablement** will be reduced by the amount of any,
- (i) periodic compensation benefits payable under any worker's compensation or accident compensation scheme; and
 - (ii) the amount of any sick pay received or, at the direction of the **Policyholder** sick leave entitlement, or any disability entitlement

so that the total amount of any such benefit or entitlement together with any benefits payable under the **Policy** does not exceed the applicable percentage of the lesser of:

- (a) the maximum **Salary** stated in the **Schedule** against Part B – Weekly Benefits – **Bodily Injury** or against Part C – Weekly Benefits – **Sickness**, as applicable; or
- (b) the **Covered Person's Salary**.

For example, if:

- (A) the applicable percentage is 75%; and
- (B) the maximum **Salary** stated in the **Schedule** is \$2,000 x 156 weeks against Part B – Weekly Benefits – **Bodily Injury** or against Part C – Weekly Benefits – **Sickness**; and
- (C) a **Covered Person's Salary** is \$1,500; and
- (D) the **Covered Person** is entitled to benefits of (say) \$500 per week under a compensation scheme described in 5.4(i) above,

then that **Covered Person's** maximum benefit will be limited to 75% of \$1,500 = \$1,125 less \$500 = \$625 x 156 weeks = \$97,500. (Note: this example assumes that the weekly compensation benefit of \$500 continues concurrently with payments under this **Policy** for 156 weeks.)

- 4.5 Where, in relation to benefits payable for **Events 2, 25, 26, 31 and/or 32**, **We** do not agree with the opinion given by the **Doctor** ('the initial **Doctor**'), **We** have the right (at **Our** own expense) to have the relevant **Covered Person** examined by a **Doctor** of **Our** choice. If the **Doctor** chosen by **Us** forms a contrary opinion to that of the initial **Doctor**, **We** will obtain an independent **Doctor's** opinion which will be the opinion for the purposes of the definitions of **Permanent Total Disablement**, **Temporary Partial Disablement** and **Temporary Total Disablement**.
- 4.6 If as a result of **Bodily Injury** or **Sickness**, benefits become payable under Parts B or C of the Table of **Events** and while the **Policy** is in force, the **Covered 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 **Covered Person** has worked on a full-time basis for at least six consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new **Bodily Injury** or **Sickness** and a new **Excess Period** will apply.
- Where a **Bodily Injury** requires surgical treatment which cannot be performed within 12 months from the date of that **Bodily Injury**, provided the **Covered Person** can demonstrate that such treatment was known as necessary during that 12 month period and a **Doctor** certifies this, **We** will treat this 12 month period as a continuation of the first **Bodily Injury** regardless of whether the **Covered Person** has been able to return to work for six months, provided surgery does not occur in a period in excess of 24 months from the original date of **Bodily Injury**.
- 4.7 Subject to the guaranteed payments referred to in the paragraph entitled Guaranteed Payment under Additional Cover, **We** will pay weekly benefits for **Events 25, 26, 31 and 32** monthly in arrears. **We** will pay benefits for a disability which is suffered for a period of less than one week at the rate of one-fifth of the weekly benefit for each day during which disability continues.
- 4.8 All benefits which **We** pay under the **Policy** will be paid to the **Policyholder** or such person or persons and in such proportions as the **Policyholder** nominates, unless otherwise specified in the **Policy**.
- 4.9 If as a result of **Bodily Injury**, the **Covered Person** is entitled to a benefit under **Events 25 and/or 26** and subsequently becomes entitled to a benefit under **Events 2 or 3**, all benefits payable under **Events 25 and 26** will cease from the date of such entitlement.
- 4.10 With respect to Part A – Lump Sum Benefits, where the Lump Sum Benefit is **Salary** linked and the **Employee** is not in receipt of a **Salary**, the benefit amount will be 50% of the Lump Sum benefit stated in the **Schedule** for the category applicable to such **Employee**.

5. General Exclusions Applicable to the Policy

These general exclusions apply to all covers and the **Policy** unless they are expressly stated not to apply in relation to the cover or the **Policy**.

5.1 We will not pay benefits with respect to any loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** which:

- (a) results from a **Covered Person** engaging in or taking part in:
 - (i) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
 - (ii) training for or participating in **Professional Sport** of any kind;
- (b) results from any intentional self-injury, suicide or any illegal or criminal act committed by the **Policyholder** or a **Covered Person**;
- (c) results from **War**, invasion or **Civil War**;
- (d) is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC);
- (e) results from 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 the combustion of nuclear fuel;
- (f) results from pregnancy or childbirth, except for unexpected medical complications or emergencies arising therefrom;
- (g) results from any **Pre-Existing Medical Condition**; or
- (h) would result in **Our** contravening the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth)* or the *National Health Act 1953 (Cth)* or any amendment to, or consolidation or re-enactment of, those Acts.

5.2 **Age Limitation.**

Unless otherwise agreed with **Us**, there is no cover under Part B – Weekly Benefits – **Bodily Injury** and Part C – Weekly Benefits – **Sickness** with respect to any **Covered Person** who is over 75 years of age and all cover with respect to a **Covered Person** will cease upon their exceeding that age. This will not prejudice any entitlement to claim benefits which has arisen on or before a **Covered Person** attained the age of 75 years. For all other benefits there is no cover under the **Policy** with respect to any **Covered Person** who is aged 85 years or more and all cover with respect to a **Covered Person** will cease upon their attaining that age. This will not prejudice any entitlement to claim benefits which has arisen before a **Covered Person** attained the age of 85 years.

6. General Provisions Applicable to the Policy

These general provisions apply to all covers and the Policy unless they are expressly stated not to apply in relation to the cover or the Policy.

6.1 Aggregate Limit of Liability

- (i) except as stated below, **Our** total liability for all claims arising under the **Policy** during any one **Period of Insurance** will not exceed the amount shown on the **Schedule** against Aggregate Limit of Liability (A) any one **Period of Insurance**;
- (ii) **Our** total liability for all claims arising under the **Policy** during any one **Period of Insurance** relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals (i.e. non-scheduled), will not exceed the amount shown in the **Schedule** against Aggregate Limit of Liability (B) Non-scheduled aircraft; and
- (iii) if claims are made under the **Policy** which exceed the above Aggregate Limits of Liability, **We** will reduce the payments made with respect to each **Covered Person** in such manner as **We** may determine. Any determination as to the amount payable in these circumstances will be made at **Our** entire discretion and will not be the subject of any challenge of any kind.

6.2 Assistance and Co-operation

The **Policyholder** and a **Covered Person** must co-operate with **Us** and, upon **Our** reasonable request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the **Policyholder** because of **Bodily Injury** or damage with respect to which insurance is afforded under the **Policy**. In that regard, the **Policyholder** and a **Covered Person** (where relevant) must attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Policyholder** or **Covered Persons** must not, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of **Accident**.

6.3 Breach of Conditions

If the **Policyholder** or a **Covered Person** is in breach of any of the conditions or provisions of the **Policy** (including a claims condition), **We** may decline to pay a claim, to the extent permitted by law.

6.4 Cancellation

The **Policyholder** may cancel the **Policy** at any time by notifying **Us** in writing. The cancellation will take effect at 4.01pm Local Time on the date **We** receive the **Policyholder's** written notice of cancellation or such time as may be otherwise agreed.

We may cancel the **Policy** or any Section thereof, for any of the reasons set out in Section 60 of the *Insurance Contracts Act 1984 (Cth)* by issuing a notice 30 days in advance in writing in accordance with Section 59 of the *Insurance Contracts Act 1984 (Cth)*.

If the **Policy** is cancelled by either the **Policyholder** or **Us**, **We** will refund the **Premium** for the **Policy** less a pro rata proportion of the **Premium** to cover the period for which insurance applied. However, **We** will not refund any **Premium** if **We** have paid a benefit under the **Policy**.

6.5 Change of Business Activities

The **Policyholder** must inform **Us** as soon as is reasonably practicable of any alteration in the **Policyholder's** business activities which increases the risk of a claim being made under the **Policy**.

6.6 Claim Offset

Except for Part A – Lumps Sum Benefits, the **Policy** does not cover any **Loss**, damage, liability, **Event**, **Bodily Injury** or **Sickness** which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. **We** 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 the amount which the **Policyholder** or the **Covered Person** would be otherwise entitled to recover under the **Policy**, where permissible by law.

6.7 Contra Proferentem Clause

We acknowledge and agree that in any dispute with the **Policyholder** or any **Covered Person**, any ambiguity in the **Policy** will not be construed against the **Policyholder** or the **Covered Person** on the grounds that Aon Risk Services Australia Limited or Aon Product Design & Development Pty Limited developed the **Policy**.

6.8 Currency

All amounts shown on the **Policy** are in the currency stated in the **Schedule**. If expenses are incurred in a currency different to the currency stated in the **Schedule**, then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a **Loss**.

6.9 Due Diligence

The **Policyholder** and any **Covered Person** will exercise due diligence in doing all things to avoid or reduce any **Loss** under the **Policy**.

6.10 Headings

Headings have been included for ease of reference and it is understood and agreed that the terms, conditions, exclusions and provisions of the **Policy** are not to be construed or interpreted by reference to such headings.

6.11 Notice of Claim

The **Claimant** must give **Us** written notice of any occurrence which is likely to give rise to a claim within 30 days or as soon as is reasonably practicable after the date of the occurrence. The **Claimant** must at their expense give **Us** such certificates, information and other documentation as **We** may reasonably require. **We** may at **Our** own expense have any **Claimant** who is the subject of a claim under the **Policy**, medically examined from time to time.

6.12 Other Insurance

In the event of a claim, the **Policyholder** or a **Covered Person** must advise **Us** as to any other insurance they are entitled to claim under or have access to that covers the same risk.

6.13 Proper Law

Any dispute arising under the **Policy** or concerning its formation will be governed by the laws of the appropriate state of the Commonwealth of Australia. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the said state and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder will be determined in accordance with the law and the practice of such court.

6.14 Singular/Plural

If it is consistent with the context of any clause in this **Policy**, the singular includes the plural and vice versa.

6.15 Subrogation

If **We** pay an amount under the **Policy**, **We** will be subrogated to all of the **Claimant's** rights and to recover against any person or entity other than another **Policyholder**, **Covered Person** or other persons covered by the **Policy** and a **Claimant** must execute and deliver any instruments and papers and do whatever else is necessary to enable **Us** to secure such rights. After any **Loss**, a **Claimant** must not take any action which will prejudice **Our** rights to subrogation.

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