



## **CHUBB GROUP PERSONAL INJURY INSURANCE**

### **PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING**

**Issued by Chubb Insurance Company of Australia Ltd**  
**ABN: 69 003 710 647      AFS License No. 239778**

**Sydney:** Level 36, Tower Building Australia Square, 264-278 George Street,  
Sydney, NSW, 2000, Australia.  
Ph: (02) 9273 0100.

**Melbourne:** Level 14, 330 Collins Street, Melbourne, VIC, 3000, Australia. Ph:  
(03) 9242 5111.

**Perth:** Level 22, Exchange Plaza, 2 The Esplanade, Perth, WA, 6000,  
Australia.  
Ph: (08) 6211 7777.

**Brisbane:** Level 11, 12 Creek Street, Brisbane, QLD 4000, Australia.  
Ph (07) 3010 9440.

**Dated: 1 February 2006**



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## PRODUCT DISCLOSURE STATEMENT

### What is a Product Disclosure Statement?

This Product Disclosure Statement (“PDS”) is an important document that contains details of your Group Personal Injury Insurance Policy (“the Policy”).

This PDS has been prepared to assist you in understanding the Policy and making an informed choice about your insurance requirements. This PDS should be read in conjunction with the Policy wording which forms part of this PDS. Before you decide to purchase the insurance product, please read these documents thoroughly.

Certain words in this PDS and the Policy have special meanings that are set out in the Definitions or Coverage Section of the Policy.

### Who is the Insurer?

Chubb Insurance Company of Australia Limited (“Chubb”) is the Insurer.

Chubb’s Australian Business Number (A.B.N.) is: 69 003 710 647 and its Australian Financial Service License (AFSL) Number is: 239778.

### How to Contact Chubb.

You may contact Chubb by writing to or telephoning Us using the contact details below.

#### Chubb Insurance Company of Australia Limited:

**Sydney:** Level 36, Tower Building Australia Square, 264-278 George Street, Sydney, NSW, 2000, Australia.  
Ph: (02) 9273 0100.

**Melbourne:** Level 14, 330 Collins Street, Melbourne, VIC, 3000, Australia.  
Ph: (03) 9242 5111.

**Perth:** Level 22, Exchange Plaza, 2 The Esplanade, Perth, WA, 6000, Australia.  
Ph: (08) 6211 7777.

**Brisbane:** Level 11, 12 Creek Street, Brisbane, QLD 4000, Australia.  
Ph (07) 3010 9440.

### General Insurance Code of Practice

Chubb has adopted and proudly supports the General Insurance Code of Practice and its purpose of raising the standards of practice and service in the general insurance industry.

A copy of this Code is available by contacting Chubb or from the Insurance Council of Australia’s website at: [www.ica.com.au](http://www.ica.com.au)



## **Group Insurance Policies.**

If Your or the Policyholder are a corporation or any type of group, association or organisation obtaining this Policy for the benefit of Your members or employees, You must ensure that a copy of this PDS and the Policy wording is provided to each member, or employee in Your organisation.

If new members or employees join Your organisation You must ensure they are provided with this PDS and Policy wording when they join.

## **Significant Benefits of the Group Personal Injury Policy.**

The Group Personal Injury Policy has a number of benefits. Some of the significant Policy benefits are listed below. For complete details of all the benefits and limits of the Policy You should read Your Schedule of Sums Insured, and the Coverage Sections and Table of Events contained in the Policy Wording attached to this PDS.

Some of the significant benefits of the Group Personal Injury Policy include:

- Payment is available on a weekly basis for loss of income due to injury or sickness.
- Losses will be covered for up to 2 years after the accident or illness.
- Cover is available 24 hours a day worldwide or can be limited to working hours
- Coverage is available for short periods of time for participation in special events (e.g Voluntary Workers) or on a 24-Hour 365-day basis for nominated executives or employees.
- Option to provide insurance to all or a selected group of employees.
- Weekly benefits are payable for Temporary Total Disablement for a period of up to 2 years.
- Persons can be covered up to age 65, or as specified in the Schedule or by Endorsement.
- Cash Benefits for broken bones up to a maximum of \$3000.00.
- Permanent Partial Disablement Benefits up to \$50000.
- Optional Policy Benefits are available including

### Optional Accidental Bodily Injury Benefits

- Domestic Help Benefits for Non-Income earners.
- Student Tuition Benefit for full-time students.
- Non-Medicare Medical Expense reimbursement for items that We are allowed to cover by law.
- Funeral Expenses.
- Home Modification Benefits.

### Optional Sickness Benefits

The Policy may be extended to include Temporary Total Disablement Weekly Benefits to replace Weekly Income lost due to a Sickness or Disease.



## **Group Personal Injury Insurance Policy Deductibles and Excesses**

If You make a claim under the Policy You may be required to pay a Deductible or Excess.

For example, if You have cover provided under Coverage Section 2 or 3 of the Policy and You suffer Temporary Total Disablement and a Deductible of 15 days applies to Your Policy, if You were unable to work for 60 days Your payment of Your Weekly Benefit Amount would be reduced to 45 days up to the Sum Insured.

If a claim is made under Coverage Section 4 and You suffer Accidental Bodily Injury to Your neck or spine and You have an Excess or Deductible of \$200 on Your Policy the Broken Bone Benefit We would pay would be reduced from \$3000.00 to \$2800.00.

Details of applicable Excesses and Deductibles will be contained in Your Policy Schedule.

## **Cost of the Policy and paying your premium.**

The cost of your Policy is the Total Premium Due as detailed in your Coverage Schedule.

It is made up of your premium plus any applicable government taxes and charges. The amount of these taxes and charges will be shown separately on your Schedule.

The premium payable will be determined by a number of factors which may include:

- the Insured Persons medical history, age and claims history;
- the Sums Insured;
- any Endorsements to the policy that restrict or extend the Policy cover; and
- any Optional Coverage Sections of the Policy selected by you when applying for the insurance.

The premium payable generally may be increased by any Endorsement extending the coverage of the Policy, a higher number of selected optional benefits and Coverage Sections, higher Sums Insured and an adverse medical and/or claims history of the Insured Person.

The premium payable may also decrease or increase upon renewal.

## **How to Apply for Group Personal Injury Insurance**

To apply for Chubb's Group Personal Injury Insurance you will need to complete an application form available from a licensed insurance broker who has a current Agency Agreement with Chubb.

Once you have received your premium quotation and are happy with its terms and conditions you should pay your Total Premium Due to your Insurance Broker. Acceptance of your application for insurance coverage will depend upon the information requested and disclosed in the application for insurance. The circumstances of each



particular case will determine whether additional coverage or reduced coverage is provided.

You will be advised of these matters when you receive your premium quotation from your insurance broker.

## **Your Duty of Disclosure**

Before You enter into a contract of general insurance with an insurer, You have a duty to disclose to the insurer every matter that You know, or could reasonably be expected to know that is relevant to the insurer's decision whether to accept the risk of the insurance and, if so on what terms.

You must comply with this duty of disclosure when You apply for insurance with Us and each time you renew or alter Your cover.

Your duty, however, does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of its business, ought to know; and
- as to which compliance with Your duty is waived by Us.

When answering any questions asked by Us in Our proposal or renewal form You must answer them honestly and completely. We will rely on the answers provided by You in deciding whether to insure You and anyone else to be insured under the Policy and on what terms.

If You do not answer Our questions in this way, We may reduce or refuse to pay a claim or cancel the Policy. If You answer Our questions fraudulently We may refuse to pay a claim and treat the Policy as never having commenced.

## **Non-Payment of Premium**

Your policy will not operate if you do not pay Your premium as per Your Placing Schedule.

If You do not pay Your premium we may cancel Your premium and charge a minimum fee of \$750 plus taxes or one and a half times the pro rata premium plus taxes whichever is the greater.

If a claim has been made on the Policy there will be no refund given and Your annual premium is due immediately.

## **Cancelling Your Policy Before it Expires**

This Policy may be cancelled by You at any time by giving Us notice in writing. Should You cancel Your Policy within 90 days of the inception of cover we will charge You the greater of:



1. \$750 plus taxes; or
2. one and a half times the pro-rata premium plus taxes.

If the Policy is cancelled after 90 days of inception we will not refund any premium paid.

We may cancel this Policy in the circumstances prescribed by Section 60 of the *Insurance Contracts Act (Cth) 1984*. Should We cancel Your Policy We shall retain a pro rata proportion of the premium for the time the Policy has been in force.

## Your Cooling-Off Period

You have the right to return the policy to Us within 21 days of the date that the Policy commences (“cooling off period”) unless a claim is made under the policy within this period.

If You return the policy during the cooling off period, we will refund the full amount of the premium less any taxes or duties payable. The Policy will be terminated from the date We are notified of a request to return it. To return the Policy, We must be notified in writing within the cooling off period.

This can be done by contacting Us at any of the Chubb Insurance branches, contact details of which can be found at the front of this PDS.

## Confirmation of Transactions

If You wish to confirm that Your insurance is in place, We provide a telephone confirmation service. To use this service, call Us on (Melbourne) 03 9242 5111, (Perth) 08 6211 7777, or (Sydney) 02 9273 0100 and We will send You written confirmation.

If You do not wish to use Our telephone confirmation service but require confirmation of cover, You can request this by writing directly to Us at the Accident & Health Department:

- **Victoria, Tasmania, Northern Territory & South Australia:** - Level 14, 330 Collins Street, Melbourne, VIC, 3000,
- **New South Wales & Queensland:-** Level 36, 264-278 George Street, Sydney 2000
- **Western Australia:-** Level 22, 2 The Esplanade, Perth 6000

## Making a Claim

Should an incident occur which may give rise to a claim under this Policy you should report this in writing to Chubb within thirty (30) days of the incident occurring, using the contact details provided above. You should ensure you include your policy number in this correspondence.

Failure to provide Chubb with this written notice within this timeframe may affect your ability to make a claim under the policy unless it can be shown that it was not reasonably possible for you to provide written notification within this time period and you did so as soon as reasonably possible.



Once you have notified Chubb of a claim under your policy you will need to provide Chubb with written Proof of Loss as soon as possible and at the latest within thirty (30) days after Chubb received your written notification.

In the event you make a claim under your Policy Chubb will undertake necessary investigations which will require the cooperation of you and any other Insured Person making the claim. Failure to cooperate with our investigation may result in denial of the claim or cancellation of the Policy.

Unless otherwise specified in a particular Coverage Section, all payments for claims made under the Policy will be paid to the Insured Person named in the Schedule.

If any claim you make under this Policy is discovered to be fraudulent in any respect, or if any act of fraud is committed by you, the Insured Person, or anyone acting on your or the Insured Person's behalf in an attempt to obtain benefits under this Policy, Chubb will be under no liability in respect of any such claim.

## **Our Privacy Policy**

In the course of providing insurance and processing insurance claims, we need to collect personal information about persons that we insure and persons associated with Insured Persons. In accordance with the Privacy Act 1988, this statement contains the information required to be given to persons about whom we collect personal information.

Our privacy policy statement is readily available. Please contact us if you would like a copy. Our contact details can be found at the front of this document.

### **Your access to Your personal information**

You can request access to personal information, which we hold about you. Your rights to access and our rights to refuse access are set out in the Privacy Act 1988.

### **Our use of personal information**

We may at any time use personal information we collect about you for any of the following purposes:

- to provide a quotation or assess a proposal for insurance;
- to provide, amend or renew an insurance Policy; and
- to respond to a claim.

### **Our disclosure of personal information**

We may at any time disclose personal information we collect about you to the following types of organisations (some of which may be outside Australia):

- re-insurers;
- external valuers and appraisers;
- loss adjustors and other investigators;
- professional advisers, such as accountants and lawyers; and



- other organisations that provide services to Us in relation to the provision of insurance

### **If You do not provide Us with the personal information we need**

We only collect personal information that we need to provide insurance to you or to a person with whom you are associated, and to respond to any claim that you or that other person makes under an insurance Policy with us. If you do not give us this information we may not be able to provide insurance or process your claim.

### **Who should you talk to if you have questions, concerns or complaints?**

#### **Commitment to service.**

Chubb's has implemented an Internal Dispute Resolution Process evidencing its commitment to service.

Recognising the consumer's right to be heard and to be informed, Chubb has also established an Internal Dispute Resolution Panel to handle any unresolved complaints. This underscores Chubb's commitment to acting fairly and honestly with its customers.

If you are not satisfied with any aspect of the service that you receive in relation to your Policy, then Chubb appreciates you letting us know.

#### **Who should I talk to?**

The Claim Department Manager should be contacted if your complaint is regarding how Chubb or any of its investigators, assessor or loss adjusters, have handled your claim under the Policy.

The Claim Department Manager can be contacted by calling your nearest Chubb Office or by writing to:

Claim Department Manager,  
Chubb Insurance Company of Australia Limited;

at the Chubb office nearest you.

If your complaint is in relation to an issue not referred to above you should contact the Customer Services Department Manager using the Contact Details provided above.

#### **What else will Chubb do?**

If your initial contact with Chubb does not resolve your complaint to your satisfaction, you may request that your complaint be referred to Chubb's Internal Dispute Resolution Panel.

Chubb will acknowledge your request within 48 hours. The Internal Dispute Resolution Panel will consider your complaint and give you its decision with 15 business days of your request for referral.



If the Internal Dispute Resolution Panel is unable to make a decision, the reasons why it is unable to make a decision and the revised timeframe will be given to you within 15 business days of your request for referral.

If the Internal Dispute Resolution Panel decides that your complaint is justified then it will authorise such action as is necessary within Chubb to remedy your complaint. If your complaint is not considered justified, the Internal Dispute Resolution Panel will inform you and let you know what avenues are available should you wish to pursue your complaint further.

### **What if Chubb can not resolve my Complaint?**

If your complaint is not satisfactorily resolved or answered you may refer the matter to the Insurance Ombudsman Service ("IOS").

The IOS are independent operators of the external dispute resolution procedure of which Chubb is a member. The IOS is a free service and they will tell you if they can help you as their services are not available to all customers.

You may contact us and we will assist you in making a complaint to the IOS or you may contact them directly using the following details:

**Insurance Ombudsman Service**  
Free Call: 1300 78 08 08  
PO Box 561  
Melbourne VIC 8007  
[www.insuranceombudsman.com.au](http://www.insuranceombudsman.com.au)

Where the IOS is not able to assist you, you may be able to take your complaint to the Small Claims or other courts in your jurisdiction or your local Consumer Tribunal.

*Note: Information in this PDS that is not materially adverse, such as Contact Details and phone numbers, may be subject to change from time to time updated information can be obtained at any time from our web site or by calling Chubb.*



## GROUP PERSONAL INJURY INSURANCE POLICY WORDING

This Policy consists of the proposal (if any) completed and signed by the Policyholder, the Index, the Schedule, the Schedule of Sums Insured, the Policy terms and conditions and any amendments or endorsements attached.

This Policy will not be valid unless a Schedule signed by an Authorised Representative of the Company is attached.

Certain words and phrases that appear in bold print have special meanings. Definitions appear in the General Definitions section and in the various Coverage Sections of this Policy. Please read this Policy carefully.

Throughout this Policy, the words "You" and "Your" refer to the Policyholder shown in the Schedule. The words "We", "Us" and "Our" refer to the Company providing this insurance.

All cover is subject to You paying or agreeing to pay the premium, and is subject to the terms, Conditions and Exclusions of the Policy.

### OPERATION OF COVER

The cover provided by this Policy will only apply during the Period of Insurance stated in the Schedule, as limited by the Operation of Cover stated in the Schedule.

### GENERAL DEFINITIONS

#### In this Policy:

<b>Accidental Bodily Injury</b>	means any injury to the body of an Insured Person caused by an Accident which occurs during the Period of Insurance but does not include any condition which is also a Sickness or Disease or any degenerative condition provided that the injury results in any of the Events specified in the Table of Events within 12 calendar months from the date of such injury.
<b>Accident or Accidental</b>	means a sudden, unforeseen and unexpected event, happening by chance.
<b>Civil War</b>	means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition is armed rebellion, revolution, sedition, insurrection, Coup d' Etat, the consequences of Martial law
<b>Company</b>	means Chubb Insurance Company of Australia Limited A.B.N. 69 003 710 647.
<b>Fingers or Toes</b>	whether in the singular or plural, means the digits of a hand or foot.
<b>Income</b>	means the average weekly gross Income net of business expenses, earned by an Insured Person through personal exertion during the twelve (12) months immediately preceding the Accidental Bodily Injury or Sickness or Disease, but does not include bonuses, commission, overtime payments and any allowances. Where an Insured Person has elected to salary sacrifice his Income, weekly gross Income shall be deemed to



mean the total cost of employment inclusive of items salary sacrificed.

<b>Insured Person</b>	whether in the singular or the plural, means the person(s) who come within the description of Insured Persons stated in the Schedule, who are nominated by You from time to time and for whom premium has been paid or agreed to be paid.
<b>Limb</b>	whether in the singular or plural, means an arm at or above the wrist or a leg at or above the ankle.
<b>Period of Insurance</b>	means the period stated in the Schedule, as limited by the Operation of Cover stated in the Schedule.
<b>Permanent</b>	as used with respect to disablement, means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.
<b>Physician</b>	means a person who is recognised by the laws of the jurisdiction in which treatment is received as qualified to treat the Sickness or Disease or Accidental Bodily Injury, and who is not a Relative of the Insured Person.
<b>Policyholder</b>	means the organisation stated in the Schedule.
<b>Sickness or Disease</b>	means Sickness or Disease contracted by an Insured Person on or after their effective date of individual insurance - after the commencement of the Period of Insurance - and which results solely and directly and independently of any other cause in Temporary Total Disablement or Temporary Partial Disablement, provided such Temporary Total Disablement or Temporary Partial Disablement occurs during the Period of Insurance and continues for a period of not less than seven days from the commencement date of medical treatment from a Physician.
<b>Temporary Partial Disablement</b>	means the inability of an Insured Person to engage in a substantial part of his usual occupation or employment.
<b>Temporary Total Disablement</b>	means the inability of an Insured Person to engage in his usual occupation or employment.
<b>Total Disablement</b>	means disablement which entirely prevents the Insured Person from engaging in his usual occupation or employment, or any other occupation or employment for which he is suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of his life.
<b>War</b>	means armed opposition, whether declared or not between two countries.



## GENERAL EXCLUSIONS

### **Applicable to all Coverage Sections**

We will not be liable for any claim or loss under this Policy caused by or arising out of:

1. An Insured Person travelling in any unlicensed aircraft; or flying or engaging in any other aerial activity as part of the aircraft's crew;
2. An Insured Person participating in or training for any professional sport, or racing in or on any motor powered conveyance;
3. Suicide, attempted suicide, any deliberately self-inflicted injury or any illegal or criminal act committed by an Insured Person.
4. Declared or undeclared War, Civil War, or invasion;
5. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear waste arising from the combustion of nuclear fuel and/or any self-sustaining process of nuclear fission;
6. Sickness or Disease arising out of pregnancy, childbirth or miscarriage;
7. Any sexually transmitted Sickness or Disease.
8. Any pre-existing condition prior to the policy being purchased or any condition that has been aggravated during the Period of Insurance and/or degenerative condition unless the Pre-existing condition has been accepted by Us, and the extra premium is paid by You

## AGE LIMITS

The Policy does not cover any Insured Person unless he or she at the date of the claim is under Sixty-Five (65) years of age

## GENERAL CONDITIONS

### **Applicable to all Coverage Sections**

#### **Other Insurance**

You must inform Us of any other insurance which may also provide an indemnity to You or the Insured Person for any claim under this Policy.

To the extent that any loss insured under this Policy is insured under any other policy, then to the extent to which it is permitted by law, coverage is only provided under this Policy for such loss excess of the coverage provided under such other policy.

#### **Assignment and Beneficiary Change**

No assignment of interest under this Policy shall be binding on Us unless and until the original or a duplicate thereof is filed with Us. We assume no responsibility for the validity of an assignment. No Beneficiary change under this Policy shall bind Us unless We receive written notice of such change.



### **Compliance With Policy Provisions**

Failure by You or the Insured Person to comply with any of the provisions contained in this Policy may invalidate all claims hereunder.

### **Entire Contract/Alteration**

The Policy shall not be modified except by written amendment or endorsement attached hereto and signed by Our Authorised Representative.

### **Examination of Books and Records**

We may examine Your books and records relating to the insurance under this Policy at any time during the Period of Insurance and up to three (3) years after the Policy expiration, or until final adjustment (if any) and resolution of all claims under the Policy.

### **Jurisdiction**

This Policy shall be governed and construed in accordance with the laws of Australia. Any dispute under this Policy shall be resolved in accordance with the laws of Australia.

### **Legal Action**

No legal action shall be brought to recover under this Policy until sixty (60) days after We receive written Proof of Loss. No such action shall be brought after two (2) years from date of loss.

### **Aggregate Limits of Liability and Deductible**

This Policy is subject to the Aggregate Limits of Liability and Deductible Amounts stated in the Schedule and the Schedule of Sums Insured.

### **Territory**

Worldwide.

### **Use of Masculine Pronoun**

A masculine personal pronoun as used in this Policy includes the feminine, wherever the context requires.

### **Subrogation**

If We make any payment under this Policy, then to the extent of that payment, We may exercise any rights of recovery held by You or the Insured Person. You and the Insured Person must not do anything which reduces any such rights and must provide reasonable assistance to Us in pursuing any such rights.

### **Cancellation**

You may cancel this Policy at any time by giving Us written notice.

If You cancel Your policy within 90 days of the inception of cover under this policy, we will charge You a minimum of \$750 plus taxes, or the amount stated in The Schedule if less than \$750, one and a half times the pro-rata premium plus taxes, whichever is the greater. If the policy is cancelled after 90 days of inception we will not refund any premium.



We may cancel the Policy at any time in accordance with any applicable law and the premium paid shall be adjusted on the basis of Us retaining pro-rata premium.

### **Currency**

All amounts shown are in Australian dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published in the Australian Financial Review on the date the expense is incurred or loss is sustained.

## **CLAIMS PROCEDURES**

### **1. Notice of Claim**

Any occurrence or loss which may give rise to a claim under this Policy should be reported to Us in writing within thirty (30) days after the occurrence or loss.

Failure to furnish notice within the time provided in the Policy shall not invalidate any claim if it can be shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as reasonably possible.

### **2. Proof of Loss**

Written Proof of Loss must be given to Us as soon as possible and, in any event, within thirty (30) days after receipt of Notice of Claim, together with original copies of all relevant documentation.

You or the Insured Person shall, at Your or his expense, provide Us with such certificates, information and evidence as We may from time to time require, in a form prescribed by Us.

### **3. Physical Examination and Autopsy**

Provided that We give reasonable notice, We shall be allowed to have any Insured Person medically examined or, in the event of an Insured Person's death, a post mortem examination carried out at Our expense.

### **4. Claims Investigation**

In the event of a claim, We may make any investigation We deem necessary, and both You or the Insured Person shall cooperate fully with such investigation. Your failure to do so may result in denial of the claim or cancellation of the Policy.

### **5. Payment of Claim**

Indemnity for Accidental death of the Insured Person will be paid to You or as You direct.

Unless otherwise specified, all other indemnities shall be payable to the Insured Person.

### **6. Fraudulent Claims**

If any claim under this Policy is fraudulent in any respect, or if any fraudulent means or devices are used by You, the Insured Person, or anyone acting on Your or the Insured Person's behalf to obtain benefits under this Policy, We will be under no liability in respect of such claim.



## EXPOSURE & DISAPPEARANCE

1. We will also pay You the Benefit stated in the Table of Events if as the result of such an Accidental Bodily Injury the Insured Person is exposed to the elements and as the result of that exposure within 12 months suffers an event set out in the Table of Events.
2. If the body of an Insured Person is not found within twelve (12) months after an Accident involving the conveyance in which he was travelling, death will be presumed in the absence of any evidence to the contrary. The Death Benefit Amount set out in the Table of Events shall become payable, subject to a signed undertaking by the Beneficiary that if the Insured Person is subsequently found alive, such Death Benefit Amount shall be refunded to Us.

## ESCALATION OF CLAIM BENEFIT

After payment of the Benefit Amount under Event 16 and/or 17 or 18 and/or 19 continuously for twelve (12) months, and again after each subsequent period of twelve (12) months during which a Benefit Amount is paid, the Benefit Amount will be increased by 5 percent per annum compound.

## SPECIAL PROVISIONS

1. A Benefit Amount will not be payable for more than one of the Events 1 to 15 in respect of the same Accidental Bodily Injury.
2. Any Benefit Amount payable for Events 1 to 15 or 20 shall be paid in addition to any Benefit Amount already paid for under Events 16 and 17 in respect of the same Accidental Bodily Injury.
3. After the occurrence of any of the Events 2 to 6(a), all cover with respect to that Insured Person under this Coverage Section shall cease.
4. No Benefit Amount shall be payable:
  - 4.1 for Events 16 and/or 17 or 18 and/or 19, in excess of a total period of 104 weeks in respect of any one Accidental Bodily Injury or Sickness or Disease
  - 4.2 at all unless the Insured Person shall as soon as possible after the happening of an Accidental Bodily Injury or Sickness or Disease giving rise to a claim under this Coverage Section, procure and follow proper medical advice from a Physician.
5. If as a result of an Accidental Bodily Injury or Sickness or Disease the Insured Person is entitled to receive disability Income benefits under any Workers' Compensation Act or Transport Accident Act or any legislation having a similar effect, the Benefit Amount payable for Events 16 and/or 17 or 18 and/or 19 will be reduced by the amount necessary to limit the total of all such disability Income benefits and Benefit Amount under this Section to the Insured Person's Income.
6. The Benefit Amount payable to Insured Persons under 18 years of age for Event 1 (Death) will be 10% of the Personal Injury Sum Insured stated in the Schedule of Sums Insured or \$10,000, whichever is less, unless otherwise specified.
7. Aggregate Limit of Liability



- (a) Except as provided in (b), Our total liability for all claims in respect of any one Accident or series of Accidents arising out of any one occurrence, shall not exceed the amount stated in the Schedule.
  - (b) Our total liability for all claims directly arising out of air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over specific routes, shall not exceed the amount stated in the Schedule.
8. All Benefit Amounts are payable to You or to such person or persons as You nominate.
9. If, as a result of Accidental Bodily Injury or Sickness or Disease The Benefit Amount is payable under Sections 2 or 3 of this Policy, and if while this Policy is in force an Insured 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 shall be deemed a continuation of the prior period of disablement unless between such periods of disablement the Insured Person has performed occupational duties on a full time basis for at least six continuous months, in which event such Temporary Total or Temporary Partial Disablement shall be deemed the result of a new Accidental Bodily Injury or Sickness or Disease and be subject to a new Deductible and Aggregate Benefit Period.

## TABLE OF EVENTS

### COVERAGE SECTION 1 - CAPITAL BENEFITS

<b>THE EVENTS</b>	<b>THE BENEFIT AMOUNT</b> (each Insured Person)
Accidental Bodily Injury resulting in:	being a percentage of the Personal Injury Sum Insured stated in the Schedule of Sums Insured.
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable paralysis of all Limbs	100%
4. Permanent Total loss of sight of one or both eyes	100%
5. Permanent Total loss of use of one or more Limbs	100%
6. Permanent Total loss of the lens of	
(a) both eyes	100%
(b) one eye	50%
7. Permanent Total loss of hearing of	
(a) both ears	75%
(b) one ear	15%
8. Third degree burns and/or resultant disfigurement which cover more than 40% of the entire external body	50%
9. Permanent Total loss of use of four Fingers and thumb of either hand	70%
10. Permanent Total loss of use of four Fingers of either hand	40%
11. Permanent Total loss of use of the thumb of either hand	
(a) both joints	30%
(b) one joint	15%
12. Permanent Total loss of use of Fingers of either hand	
(a) three joints	10%
(b) two joints	7%
(c) one joint	5%
13. Permanent Total loss of use of Toes of either foot	
(a) all - one foot	15%
(b) great - both joints	5%
(c) great - one joint	3%
(d) other than great - each Toe	1%
14. Shortening of leg by at least 5cm	7%
15. Permanent Partial Disablement not otherwise provided for under Events 5 to 14	Such percentage of the Personal Injury Sum Insured as We at Our absolute discretion determine being in Our opinion not inconsistent with the Benefit Amount provided under Events 7 to 14. The maximum Sum Insured under Event 15 is \$50,000.

## COVERAGE SECTION 2 – WEEKLY INJURY BENEFIT

<b>THE EVENTS</b>	<b>THE BENEFIT AMOUNT</b>
<p>Accidental Bodily Injury resulting in:</p> <p>16. Temporary Total Disablement</p> <p>17. Temporary Partial Disablement</p>	<p>The Weekly Benefit Amount stated in the Schedule of Sums Insured or the Insured Person’s Income, whichever is less.</p> <p>(a) If the Insured Person returns to work in a reduced capacity, The Benefit Amount payable shall be the difference between the Compensation payable for the Event 16 per week and the weekly Income earned from personal exertion per week; or</p> <p>(b) If the Insured Person does not return to work, The Benefit Amount payable shall be 25% of the Compensation payable for Event 16 per week.</p>

## COVERAGE SECTION 3 – WEEKLY SICKNESS BENEFIT

<p>Sickness or Disease resulting in:</p> <p>18. Temporary Total Disablement</p> <p>19. Temporary Partial Disablement</p>	<p>The Weekly Benefit Amount stated in the Schedule of Sums Insured or the Insured Person’s Income, whichever is less.</p> <p>(a) If the Insured Person returns to work in a reduced capacity, The Benefit Amount payable shall be the difference between the Compensation payable for Event 18 per week and the weekly Income earned from personal exertion per week; or</p> <p>(b) If the Insured Person does not return to work, The Benefit Amount payable shall be 25% of the Compensation payable for Event 18 per week.</p>
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### COVERAGE SECTION 4 – BROKEN BONES BENEFIT

Accidental Bodily Injury resulting in:

20. Broken Bone Benefits – Accidental Bodily Injury

(a) Neck or spine (full break)	\$3,000
(b) Hip, pelvis	\$2,000
(c) Skull, shoulder blade	\$600
(d) Collar bone, upper leg	\$500
(e) Upper arm, kneecap, forearm, elbow	\$500
(f) Lower leg, jaw, wrist, cheek, ankle, hand, foot	\$200
(g) Ribs (per rib)	\$200
(h) Thumb, Finger, Toes (per thumb, Finger, Toe)	\$150
Maximum Compensation any one Accident.	\$3,000