

Liberty International Underwriters

**Group Personal Accident & Sickness Product Disclosure
Statement (PDS) and Policy Wording**



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For contact details of our claims provider please see How to make a Claim in the policy or, scan this code and save the details to your smart phone



Product Disclosure Statement

About LIU

Liberty International Underwriters (LIU) is part of the Boston-based Liberty Mutual Insurance Company, a leading global insurer, established in 1912. Headquartered in Sydney, LIU began its operation in Australia in 1999, and has since established offices in Brisbane, Melbourne, Adelaide and Perth.

LIU is authorised and regulated in Australia by the Australian Prudential Regulation Authority to conduct general insurance business.

Our contact details are as follows:

Sydney:

Level 38, Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Phone: +61 2 8298 5800
Fax: +61 2 8298 5888

Melbourne:

Level 20, 600 Bourke Street
Melbourne VIC 3000
Phone: +61 3 9619 9800
Fax: +61 3 9619 9888

Adelaide:

Level 12, 25 Grenfell Street
Adelaide SA 5000
Phone: +61 8 8124 8500
Fax: +61 8 8124 8588

Brisbane:

Level 17, AMP Gold Tower, 10 Eagle Street
Brisbane QLD 4000
Phone: +61 7 3235 8800
Fax: +61 7 3235 8888

Perth:

Level 3, Equus Building
580 Hay Street
Perth WA 6000
Phone: +61 8 6188 9500
Fax: +61 8 6188 9588

More information can be found at **our** website:

www.liuaustralia.com.au

About this Product Disclosure Statement?

This Product Disclosure Statement (PDS) is a legal document that contains important information to assist **you** in understanding the coverage provided by the **policy** and to help **you** make an informed choice about purchasing it.

Please read this PDS and the **policy** carefully before deciding to purchase this product to ensure it meets **your** needs. This PDS and the **policy** contains general information only, it does not consider **your** personal needs or circumstance.

This PDS, the **policy** and any other written documents **we** tell **you** forms part of the **policy**, together form **your** LIU Group Personal Accident and Sickness Insurance contract.

Every now and again **we** may need to update the PDS (where permitted or required by law). If this happens a new PDS or a Supplementary PDS will be sent to **you**.

The preparation date of this PDS is 31 October 2016.

Who issues your policy?

This **policy** is issued by Liberty International Underwriters. Liberty International Underwriters is a trading name of Liberty Mutual Insurance Company (ABN 61 086 083 605), incorporated in Massachusetts, U.S.A. (the liability of members is limited).

Your Insurance Broker

We distribute LIU Group Personal Accident and Sickness Insurance solely through insurance brokers. Please do not hesitate to contact **your** insurance broker should **you** have any questions or concerns about whether this PDS or the **policy** is right for **you**.

Your insurance broker will help **you** determine the insurance that is right for **you** and will guide **you** through the purchase process and the claims process if **you** need to make a claim. **Your** insurance broker acts as **your** agent when dealing with **us**.

The **policy schedule** sets out **your** insurance broker's details.

Duty of Disclosure

Before **you** enter into an insurance contract with **us**, **you** have a duty of disclosure under section 21 of the *Insurance Contracts Act 1984 (Cth)*, to disclose to **us** every matter that **you** know, or could reasonably be expected to know, is relevant to **our** decision whether to accept this insurance risk and if so, on what terms. This duty of disclosure applies until the commencement of the **policy**.

You have the same duty to disclose those matters to **us** before **you** renew, extend, vary or reinstate a contract of insurance.

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 should know in the ordinary course of the insurance business; or

where **we** waive **your** duty of disclosure.

If **you** fail to comply with **your** duty of disclosure, **we** may be entitled to reduce the amount **we** would pay **you** if **you** make a claim, cancel **your** insurance contract, or both.

If **your** non-disclosure is fraudulent, **we** may refuse to pay **your** claim and treat the contract as if it never existed.

The Meaning of Certain Words

You will note that throughout this PDS and the **policy** some words are in bold. **We** are highlighting these words as they have special meanings within this PDS and the **policy**. **We** have defined these words in the General Definitions on page 6.

Other Important Matters Relating To Your Policy

Operative Time

The cover provided by this **policy** will only apply during the **policy period** stated on the **policy schedule**, and as limited by the **operative time** description stated on the **policy schedule**. Details of the **operative time** are shown on page 15.

Applicable Law

We may be prohibited by law from providing cover where economic or trade sanctions or other laws or regulations apply to **us**, **our** parent company or its ultimate controlling entity.

Medicare or Private Health Insurance

We are prohibited by law from providing cover where an **insured person** is eligible for benefits under Medicare or private health insurance laws or regulations in Australia.

Tax Implications

If **you** are a business and registered for GST **you** will need to disclose to **us** **your**:

1. Australian Business Number (ABN); and
2. The percentage of any input tax credit **you** are entitled to for **your premium** and/or for things covered by this **policy** when making a claim.

If **we** agree to pay a claim under the **policy** **we** will adjust the settlement amount to allow for **your** input tax credit entitlement.

If **you** become aware of the fact that **you** are required to be registered for GST **you** will disclose this fact to **us** before the settlement of any claim.

If **you** are not a business and are making a personal claim on the **policy** it is **your** or the **insured person's** responsibility to declare any **benefits** received that should be declared when completing **your** personal tax return (for example, loss of **income benefits**).

Please see **your** tax advisor for information relating to **your** specific circumstances.

All **policy** limits and sums insured set out in the **policy schedule** are inclusive of GST unless **we** have specifically told **you** otherwise.

Group Insurance Policies

This is a group insurance **policy**. **Insured persons** may be eligible to claim under the **policy** provided, at the time loss or damage occurs, the applicable eligibility criteria and **policy** Conditions specified in the **policy** are met.

It is very important that **you** ensure a copy of this PDS, and the **policy** are made available to each member or **employees** of **your** organisation if **you** are obtaining Group Personal Accident Insurance for the benefit of them.

Cooling-Off Period

You have twenty-one (21) days to consider the information contained in this PDS and the **policy**. This is **your** cooling-off period. Provided a claim has not been made on the **policy**, **you** have the right to cancel the **policy** and obtain a full refund of the **premium** paid within the cooling-off period.

To exercise this right **you** must notify **us** in writing within twenty-one (21) days from the date **your policy** takes effect.

After the cooling-off period please refer to the section "Cancelling Your Policy Before it Expires" to understand **your policy** cancellation rights.

Cancelling Your Policy Before it Expires

You may cancel this **policy** at any time by notifying **us** in writing. The cancellation will take effect from 4:00pm on the day **we** receive **your** written notice of cancellation or such time as may be otherwise agreed. If **you** cancel the **policy** outside the cooling off period, **we** will refund the unexpired portion of the **premium**, less 15% for **our** administration costs, less any non-refundable government taxes and charges. However, **we** will not refund any **premium** if **we** have paid a claim or **benefit** to **you** or an **insured person** under the **policy**.

We may cancel the **policy** in accordance with the provisions of the *Insurance Contracts Act 1984*. If **we** cancel this **policy** outside the cooling-off period, **you** will be refunded the unexpired portion of the **premium**, less any non-refundable government taxes and charges. If **we** cancel **your policy** due to fraud, **we** will not refund any money to **you**.

Premium

When a policy of insurance is purchased a **premium** is required to be paid. In calculating the **premium** for the **policy** **we** take into account a range of factors including, but not limited to:

- ✓ the number of persons to be insured;
- ✓ occupation of the **insured** and **insured persons**;
- ✓ the applicable **operative time**;
- ✓ previous insurance history;
- ✓ the limits, terms and conditions and **excesses** chosen.

The **premium** will vary depending on the information **you** give **us** in relation to the risks and any additional options to be covered. The higher the risk and the more cover required, the higher the **premium**.

Your premium will also include applicable government taxes and charges (e.g. GST and Stamp Duty) in relation to **your policy**. These amounts will be set out separately in the **policy schedule** as part of the total **premium** payable.

We will tell **you** what **premium** is payable, when it needs to be paid and how it can be paid when **you** apply for the Group Personal Accident Insurance.

To ensure **your policy** provides the cover **you** have requested the **premium** **we** charge must be paid on time. In the event **you** don't pay the **premium** on time **we** have the right to cancel **your policy**.

If a valid claim is made on the **policy** prior to payment of **your premium** **we** reserve the right to deduct any outstanding **premium** from **your** claim payment.

Policy Excesses

Some Parts of **your policy** may have an **excess** which is the amount **you** must first contribute towards each claim that is made under the **policy**.

The most **we** will pay for a claim is the sum insured set out in the **policy schedule** for the cover or Section **you** are claiming under, less any applicable **excess**.

For example, if **you** make a valid claim under Part H – Non Medicare Medical Expenses for \$1,000 and an **excess** of \$50 applies under the **policy** terms, **you** will contribute \$50 and **we** will pay \$850 in settlement of the claim. The calculation for this is \$1,000 * 90%, less the **excess**.

In respect of Part C, Loss of Income – Weekly Injury Benefits and Part D, Loss of Income – Weekly Sickness Benefits, an **excess period** may apply. This is the time that an **insured person** must wait after seeing a **medical practitioner** prior to **us** paying any claim for loss of **income**. The **excess period** will be noted on the **policy schedule**.

Making a Claim

By working closely with underwriters, brokers and clients, LIU's claims team provides a premier level of service, taking all reasonable steps to pay valid claims promptly.

If **you**, or, if **you** prefer, **your** insurance broker, to make a claim on **your** behalf, the details of what **you** must do for **us** to consider **your** claim are noted under "How to make a claim" on page 14.

Certain types of claims require **you** or an **insured person** to provide documentary evidence to **us** in support of the claim (for example, medical certificates, proof of earnings). Please ensure **you** retain copies of all documents that may be relevant to a claim in a safe place in case **we** need them to settle a claim with **you**.

Privacy Notice

We are bound by the Privacy Act 1988 (Cth) and its associated Australian Privacy Principles when **we** collect and handle **your** personal information.

This notice provides some key information about **our** privacy practices in relation to personal information. For full details, please see **our** privacy policy.

We collect personal information in order to provide **our** services and products, manage claims and for purposes ancillary to **our** business. **We** may collect, use and disclose **your** personal information for those purposes. **Your** personal information may include sensitive information such as information or opinion about **your** health and/or medical records. Personal information is in some circumstances collected from third parties, such as health providers and insurance brokers.

We may disclose personal information to third parties involved in this process such as **our** related companies, reinsurers, agents, loss adjusters, health providers and other service providers.

We may store **your** information with third party cloud or other types of networked or electronic storage providers.

Third party providers may be located overseas including in the United States, Canada, United Kingdom, Singapore, Hong Kong and Malaysia.

Your information may be transferred to countries without comparable privacy laws if it is reasonably necessary to provide **you** with the products or services **you** seek from LIU. If **you** do not provide all of the personal information LIU or other relevant third parties require to offer or provide **you** with specific products or services, LIU may not be able to provide the appropriate type or level of service.

If **you** wish to gain access to or correct **your** personal information, make a privacy complaint, or if **you** have any query about how LIU collects or handles **your** personal information please write to LIU's Privacy Officer at:

- Level 38, Governor Phillip Tower
1 Farrer Place e, Sydney NSW 2000; or
- Email: privacy.officer.ap@libertyiu.com.

To obtain a copy of LIU's privacy policy go to LIU's website (www.liuaustralia.com.au) or request a copy from LIU's Privacy Officer at the above email or postal address.

Dispute Resolution Process

We are committed to achieving the highest level of client service and satisfaction.

If **you** are dissatisfied with the way in which **your** claim is handled or the service that **you** receive, please tell **us**. To ensure that **we** can respond to **your** concerns, LIU has established a Dispute Resolution Process by which **we** strive to resolve all complaints in a fair, open and timely manner.

Our Dispute Resolution Process is divided into three (3) stages. Stage 1 is the First Review. Stage 2 is the Internal Dispute Resolution and Stage 3 is the External Dispute Resolution.

Stage 1 – First Review

Should you wish to make a complaint, you can contact us in the following ways:

Email: liuclaimscomplaints@libertyiu.com
Phone: 02 8298 5800
By Mail: Internal Dispute Resolution
Liberty International Underwriters
Level 38, Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000

Your Relationship Contact or relevant Claims Manager will respond to **your** complaint as soon as possible but will aim to respond within 15 business days of receipt of **your** complaint provided **we** have all the necessary information **we** need to complete any investigation required. More complex complaints may take a longer period of time to resolve. Should **we** need more information or time to resolve **your** complaint **we** will let **you** know. We will keep you informed about the progress of your complaint at least every 10 business days during Stage 1, unless you agree to extend that period.

Stage 2 - Internal Dispute Resolution

If **your** Relationship Contact or relevant Claims Manager is unable to resolve **your** complaint, **you** may request the matter be referred to **our** Internal Dispute Resolution Representative for an independent internal review of **your** complaint.

Our Internal Dispute Resolution Representative will have appropriate experience, knowledge and authority to consider and resolve **your** complaint. They will aim to respond within 15 business days of the complaint being referred to them or if additional time is required to investigate or resolve **your** complaint they will discuss with **you** a reasonable alternative timeframe. We will keep you informed about the progress of your complaint at least every 10 business days during Stage 2, unless you agree to extend that period.

Stage 3 External Dispute Resolution

If **our** Internal Dispute Resolution Representative is unable to resolve **your** complaint, **you** may refer your complaint to the Financial Ombudsman Service (FOS). FOS provides a free independent dispute resolution service for consumers who have disputes that fall within FOS' terms of reference.

Please contact FOS for further details:

Email: info@fos.org.au

Phone: 1800 367 287

By Mail: Financial Ombudsman Services Limited
(FOS)
GPO Box 3, Melbourne Victoria 3001

Website: www.fos.org.au

Financial Claims Scheme

In the unlikely event of LIU becoming insolvent and not being able to meet its obligations under **your** Policy, **you** may be entitled to access the Financial Claims Scheme (FCS), provided **you** meet the eligibility criteria. APRA is responsible for the administration of the FCS. For further information please contact APRA online at: www.apra.gov.au; or by phone: 1300 558 849.

Policy Wording

Our Agreement

This **policy** is a legal contract between **you** and **us** and it's made up of the **policy** wording and the **policy schedule**. The **insured** pays, or promises to pay, **us** the **premium** and provided the eligibility criteria are met at the time **bodily injury** or **sickness** occurred the **insured** or an **insured person** may be able to make a claim under the **policy**.

There are also:

- General Exclusions, which apply to any claim that is made: see Page 10
- General Conditions, which set out the responsibilities of the persons covered under this **policy**: see Page 11
- Claims Conditions, which set out **your** responsibilities and/or those of the persons covered under this **policy**, when a claim is made: see Page 14

General Definitions

Throughout the **policy** the following words have special meanings. These words appear in bold throughout the **policy**.

accident means a single physical event that occurs during the **policy period** that is sudden and unintended.

accidental death means the death of an **insured person** as the result of a **bodily injury** within 12 months from the date of the **bodily injury**.

act of terrorism means any act or acts by any person or group whether acting alone or on behalf or in connection with any organisation or government undertaken for economic, political, religious, ideological or similar purposes with the intention to influence any government and/or put the public, or any section of the public, in fear, as declared by the relevant country's applicable government agency.

aggravated assault means a violent and physical act intentionally committed by a person or persons unknown against an **insured person**, whilst the **insured person** is flying as a passenger in an aircraft licensed for the carriage of passengers, or whilst travelling in a motor vehicle intended for use on public roadways, or whilst the **insured person** is involved in a **carjacking**.

bed care patient means, during the **policy period**, the **insured person** is necessarily confined to a bed, outside of Australia, certified as necessary by a **medical practitioner** and under the ongoing care of a registered nurse, for a period longer than 24 continuous hours.

benefit(s), benefit payable or amount payable means the maximum sum insured that may be paid to **you** or the **insured person** as shown on the **policy schedule** or as may be indicated within the **policy**.

benefit period means the maximum period for which a weekly **benefit** payment may be paid to **you** or the **insured person**.

bodily injury means an injury caused as a result of an **accident** and which occurs solely and independently of any other cause and whilst the person is an **insured person** under the **policy**. It does not mean:

1. a **sickness** or illness of any kind; or
2. any **pre-existing condition**.

cancer means a malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue, resulting in a written positive diagnosis by a **medical specialist** who is certified as an oncologist. This includes Leukaemia, Hodgkin's Disease and invasive melanoma but does not include:

1. carcinoma in situ;
2. Kaposi's Sarcoma or other AIDS related cancers and cancer in the presence of human immunodeficiency virus (HIV);
3. prostate cancer diagnosed as T1, N0, M0 or equivalent staging; or

4. a recurrence or metastasis of a cancer which was originally diagnosed prior to the **insured person** first meeting the criteria for a **insured person** under this **policy**.

carjacking means the violent theft or attempted theft of a motor vehicle intended for use on public roadways which is under the care, custody and control of, or occupied by or about to be occupied by an **insured person**.

civil war means a state of 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, civil unrest, coup d'état and the consequences of martial law.

close relative means the **insured person's spouse or partner**, fiancé(e), child, step-child, daughter-in-law, son-in-law, grandchild, parent, step-parent, parent-in-law, grandparent, brother, brother-in-law, half-brother, sister, sister-in-law, half-sister, aunt, uncle, niece or nephew.

complete fracture means a break involving the entire width of the bone with total separation.

country of residence means the country in which the **insured person** normally resides and of which the **insured person** has permanent citizenship or is a permanent resident (i.e. a holder of a multiple entry visa or permit which gives the **insured person** residency entitlements in such country).

dental injury means an injury to a **tooth** or **teeth**, occurring during the **Policy Period**, as a result of an **accident**, and which occurs solely and independently of any other cause and whilst the person is an **Insured Person** under the **Policy**.

dependent child(ren) means the **insured person's** and their **spouse or partner's** unmarried children (including step or legally adopted children) who are:

1. under the age of nineteen (19) years and living with the **insured person**; or
2. under the age of twenty-five (25) years and a full time student at an accredited institute of higher learning, and who are primarily dependent on the **insured person** for their maintenance and support.

dependent child(ren) also include an **insured person's** unmarried children of any age who are permanently living with the **insured person** and are mentally or physically incapable of self-support.

emergency cash advance means a payment to be made to an **insured person's** executor, or administrator of the **insured person's** estate, whilst the administration of the **insured person's** estate is arranged.

employee means any person under a contract of employment, contract of service or apprenticeship with the **insured** and includes any director (executive or non-executive), consultant, contractor or sub-contractor or self-employed person whilst acting on, or undertaking work on, the **insured's** behalf.

endorsement means any written amendment attaching to this **policy** as issued by **us**.

excess means the amount **you** or the **insured person** must first contribute towards a claim that is made under the **policy** as detailed in the **policy schedule**.

excess period means the period the **insured person** must wait after seeing a **medical practitioner**, prior to **benefits** being payable, following an **accident** or **sickness** giving rise to a claim for **temporary total disablement** or **temporary partial disablement**. The **excess period** is shown on the **policy schedule** and the number of days noted must be served consecutively.

funeral expenses means reasonable expenses incurred for the **insured person's** funeral, burial, cremation or the cost of transporting the **insured person's** body or ashes to a place nominated by the **insured person's spouse or partner** or the **insured person's** legal representative.

identity theft means the theft of personal data or documents relating to **insured person's** identity which results in their fraudulent use to obtain money, goods or services.

income means;

1. for self-employed **insured persons**, the gross weekly income from personal exertion after allowing for costs and expenses incurred in deriving that income averaged over the twelve (12) months prior to a **bodily injury** or **sickness** or any shorter period that the **insured person** has been engaged in their occupation; or
2. for **insured persons** who are other than self-employed, the basic pre-tax weekly base rate of pay exclusive of overtime payments, bonuses, commission or allowances at the time of **bodily injury** or **sickness**.

For total employment cost or salary packaged **insured persons**, **income** includes salary, motor vehicle, travel allowances, club subscription fees, housing loan or rental subsidy, clothing or meal allowances but excludes bonuses, commissions and/or overtime payments.

insured means the named business or entity on the **policy schedule**.

insured person means any person shown on the **policy schedule** as an **insured person** and/or as nominated by the **insured** as eligible under this **policy** and for whom **premium** has been paid or agreed to be paid.

limb(s) means the entire **limb** between the shoulder and the wrist or between the hip and the ankle.

medical practitioner means a medically qualified person, not an **insured person**, a relative of an **insured person**, or an **employee** of the **insured**, who is currently and appropriately registered in the country in which they practice.

medical specialist means a **medical practitioner** or other specialist appropriately qualified, and registered in the country in which they operate, in a particular branch of medicine for the treatment of **bodily injury** or **sickness**.

non-medicare medical expenses means:

- a. hospital accommodation and theatre fees;
- b. emergency transportation costs;
- c. orthotics, splints and prosthesis used solely for treatment following a **bodily injury**;
- d. expenses incurred in respect of a dentist or **medical practitioner**; and

- e. expenses incurred in respect of any chiropractor; masseur; naturopath, osteopath or physiotherapist but only following a referral from the **insured person's medical practitioner**;

however, in all cases, excludes any fees, costs or expenses for which a Medicare benefit is payable whether in part or whole.

other fracture means any break or cracks of the bone other than a **complete fracture**.

operative time means when the **insured** or an **insured person** is covered by this **policy**. The **operative time** is set out on the **policy schedule** and is described on page 15 of this **policy**.

paraplegia means total paralysis of both legs and part or whole of the lower half of the body.

permanent means having lasted twelve (12) consecutive months from the date of the **bodily injury** and at the end of that period being without hope of improvement.

permanent total disablement means total disablement as a result of a **bodily injury** which continues for twelve (12) consecutive months and at that time is certified by a **medical practitioner** as being beyond hope of improvement and entirely preventing the **insured person** forever from engaging in any business, profession, occupation or employment for which he or she is reasonably qualified by training, education or experience.

policy means this **policy wording**, the **policy schedule** and any **endorsements** attaching thereto.

policy period means the period noted on the **policy schedule**.

policy schedule means the document issued by us to the **insured** titled **policy schedule**.

pre-existing condition means any illness, disease, syndrome, disability or other condition, including any symptoms or side effects of these:

1. of which the **insured person** is aware or a reasonable person in the circumstance would be expected to have been aware; or
2. for which the **insured person** has sought or received medical attention, undergone tests or taken prescribed medication;

in the three (3) months prior to that **insured person's** effective date of coverage under this **policy**.

premium means the **premium** shown on the **policy schedule** that is due and payable by the **insured**.

professional sport means any sport in which an **insured person** receives a financial reward, fee, sponsorship or gain as a result of their participation.

psychological trauma means witnessing a violent criminal act such as, but not limited to kidnap, sexual assault, rape, murder, violent robbery or an **act of terrorism** whilst on the normal business premises of the **insured**. It does not include witnessing such acts via any form of media.

quadriplegia means total paralysis of both legs and both arms.

sickness means any illness, disease or syndrome suffered by the **insured person** first manifesting itself during the **policy period** and after the **insured person's** becomes eligible under this **policy**, but does not include any **pre-existing condition**.

spouse or partner means the **insured person's** husband or wife and includes a de-facto and/or life partner of any sex with whom the **insured person** has continuously cohabited for a period of three (3) months or more.

temporary partial disablement means that in the opinion of a **medical practitioner**, the **insured person** is temporarily unable to engage in a substantial part of their usual occupation whilst an **insured person** is under the regular care of and acting in accordance with the instructions or advice of a **medical practitioner** or **medical specialist**. If the **insured person** ceases to be employed by the **insured** after the date of the **bodily injury**, then the words 'engage in a substantial part of their usual occupation' are replaced with 'engage in any occupation for which they are suitable given their education, training or experience'.

temporary total disablement means that in the opinion of a **medical practitioner**, the **insured person** is temporarily unable to engage in any part of their usual occupation, whilst the **insured person** is under the regular care of and acting in accordance with the instructions or advice of a **medical practitioner** or **medical specialist**. If the **insured person** ceases to be employed by the **insured** after the date of the **bodily injury**, then the words 'engage in any part of their usual

occupation' are replaced with 'engage in any occupation for which they are suitable given their education, training or experience'.

tooth or teeth means sound, natural permanent teeth and does not include first or milk teeth, dentures, implants and fillings.

voluntary worker means any unpaid person completing tasks and requests as directed by the **insured** and includes any direct travel to and from such tasks.

war means:

1. war, including undeclared or **civil war**, invasion, acts of foreign enemies, hostilities (whether war be declared or not), military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;
2. warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

we/our/us means Liberty International Underwriters. Liberty International Underwriters is a trading name of Liberty Mutual Insurance Company (ABN 086 083 605). Incorporated in Massachusetts, U.S.A. (the liability of members is limited).

you/your means the **insured** noted on the **policy schedule**.

General Exclusions

We shall not pay any **benefit**, loss, costs or expenses in respect of any claims under this **policy** resulting from, or arising out of:

1. an **insured person** engaging in or taking part in:
 - a. flying in an aircraft or aerial device other than as a passenger in any aircraft licensed to carry passengers;
 - b. naval, military or air force activities; or
 - c. training for or participating in **professional sport** of any kind unless agreed to **us** by the issuing of an **endorsement**;
2. intentionally self-inflicted injury or suicide;
3. any fraudulent, dishonest, illegal or criminal act committed by the **insured** or an **insured person** or any person **you** or an **Insured Person** authorises to carry out such fraudulent, dishonest, illegal or criminal act;
4. a sexually transmitted or transmissible disease or any infection or virus derived from a sexually transmitted or transmissible disease;
5. cosmetic, elective or plastic surgery, (except and to the extent that it is necessary for the cure or alleviation of **bodily injury** to or **sickness** suffered by the **insured person**);
6. any claim for more than one of the Events 1 to 21 of the Table of Benefits commencing on page 18, in respect of the same **bodily injury**;
7. any claim for more than one **benefit** for Part C, Loss of Income - Weekly Injury Benefits or Part D, Loss of Income - Weekly Sickness Benefits in the Table of Benefits commencing on page 20, by an **insured person** at the same period of time;
8. any claim for Part C, Loss of Income - Weekly Injury Benefits or Part D, Loss of Income - Weekly Sickness Benefits with respect to any **sickness** or disease which is in any way attributable to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising there from;
9. any **pre-existing condition**;
10. any claim that exceeds the Special Age Limit Provisions as noted on page 11.
11. **war** in Australia or an **insured person's country of residence**, or any of the following countries: Afghanistan, Iraq, Israel, Somalia or Sudan;
12. the presence of the insured person in Cuba, Iran, Sudan, Syria or North Korea;
13. radioactivity, or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
14. any claim where the **insured** or the **insured person** and/or their representatives refuse to follow **our** instructions and directions;
15. a claim to the extent that trade or economic sanctions or other laws or regulations prohibit **us**, **our** parent company or its ultimate controlling entity from providing the insurance;
16. any claim where the payment of any **benefit** or amount would be in contravention of any Medicare or private health insurance laws or regulations in Australia including the *Health Insurance Act 1973 (Cth)*, *National Health Act 1953 (Cth)*, *Private Health Insurance Act 2007 (Cth)* and *Private Health Insurance (Health Insurance Business) Rules 2016*, *Private Health Insurance (Prudential Supervision) Act 2015 (Cth)*, *the Medicare Australia Act 1973* or any successor or amending legislation or regulations;
17. any claim that would result in **us** contravening any workers compensation legislation, transport accident legislation, or similar;
18. a **bed care patient** being confined in an institution used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for care or treatment of alcoholics or drug addicts

General Conditions

These General Conditions are applicable to the entire **policy**. Special Conditions applicable are noted on Page 28.

Special Age Limit Provisions

1. If, at the time of a loss, the **insured person** is aged sixty-five (65) years or over and under seventy five (75) years the **benefit period** in respect of any claim under Part C, Loss of Income - Weekly Injury Benefit or Part D, Loss of Income - Weekly Sickness Benefit is limited to 52 weeks or as otherwise shown on the **policy schedule**, whichever is the lesser;
2. If, at the time of a loss, the **insured person** is aged seventy-five (75) years or over and under eighty (80) years:
 - a. Part A, Death and Capital Benefits is limited to a maximum of \$500,000 or as otherwise shown on the **policy schedule**, whichever is the lesser; and
 - b. the **benefit period** in respect of Part C, Loss of Income – Weekly Injury Benefits is limited to 26 weeks or as otherwise shown on the **policy schedule**, whichever is the lesser; and
 - c. there is no **benefit payable** under Part D, Loss of Income – Weekly Sickness Benefits or Part F, Sickness – Surgical Benefits Overseas;
 - d. there is no **benefit payable** under Additional Benefits – Cancer Benefit.
3. If, at the time of a loss, the **insured person** is aged eighty (80) years or over and under ninety (90) years:
 - a. Part A, Death and Capital Benefits is limited to a maximum of \$250,000 or as otherwise shown on the **policy schedule**, whichever is the lesser; and
 - b. there is no **benefit payable** under Part C, Loss of Income – Weekly Injury Benefits, Part D, Loss of Income – Weekly Sickness Benefits, Part E, Injury – Surgical Benefits Overseas or Part F, Sickness – Surgical Benefits Overseas;
 - c. there is no **benefit payable** under Additional Benefits – Cancer Benefit.
4. If, at the time of a loss, the **insured person** is aged ninety (90) years or over:
 - a. Part A, Death and Capital Benefits is limited to a maximum of \$50,000 or as otherwise shown on the **policy schedule**, whichever is the lesser; and
 - b. there is no **benefit payable** in respect of Event 2, **permanent total disablement**; and
 - c. there is no **benefit payable** under Part C, Loss of Income – Weekly Injury, Part D, Loss of Income – Weekly Sickness Benefit, Part E, Injury – Surgical Benefits Overseas or Part F, Sickness – Surgical Benefits Overseas;
 - d. there is no **benefit payable** under Additional Benefits – Cancer Benefit.
5. If, at the time of a loss, the **insured person** is aged under 18 years of age:
 - a. Part A, Death and Capital Benefits, Event 1 of the Table of Benefits commencing on page 18 is limited to 10% of the limit shown on the **policy schedule** or \$25,000, whichever is the lesser; and
 - b. Part A, Death and Capital Benefits, Events 2-21 of the Table of Benefits commencing on page 18 is limited to \$250,000 or as otherwise shown on the **policy schedule**, whichever is the lesser.

Aggregate Limit of Liability

Except as provided below, **our** total liability for all claims arising under the **policy** in respect of any one **accident** or series of **accidents** arising out of any one occurrence during the **policy period**, shall not exceed the sum insured shown on the **policy schedule** against Aggregate Limit of Liability – Any One Occurrence.

Our total liability for all claims arising under the **policy** in respect of any one **accident** or series of **accidents** arising out of any one occurrence during the **policy period**, relating to air travel in aircrafts whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over specific routes, shall not exceed the sum insured shown on the **policy schedule** against Aggregate Limit of Liability - Non Scheduled Flying.

Alteration of Risk

If **you** make any changes, or become aware of any changes, that are likely to increase the risk of a claim, **you** must tell **us** as soon as **you** become aware of the changes.

Amendments to the Policy

We may, at **our** absolute discretion, amend this **policy** following a request from the **insured**. No other party who may benefit from this **policy** may request an amendment.

If **we** agree to make an amendment **we** shall issue an **endorsement** noting the amendment.

Assignment and Beneficiary Change

No assignment of interest under this **policy** will be binding on **us** unless and until the original or a duplicate thereof is received by **us**. **We** assume no responsibility for the validity of any assignment. No beneficiary change under this **policy** will bind **us** unless **we** receive written notice of such change.

Breach of Applicable Law

Notwithstanding anything else to the contrary in the **policy**, whenever coverage provided by this **policy** would be in violation of any United Nations resolutions or the economic or trade sanctions, laws or regulations of the European Union, United Kingdom, Australia or the United States of America, such coverage shall be null and void and LIU has no obligation to pay a claim if to do so would breach that sanction or law.

Cancellation

The **insured** may cancel this **policy** at any time by notifying **us** in writing. The cancellation will take effect from 4:00 pm on the day **we** receive the **insured's** written notice of cancellation or such time as may be otherwise agreed.

We may cancel the **policy** or any part thereof, for any of the reasons set out in section 60 of the

Insurance Contracts Act 1984 (Cth) and in accordance with section 59 of the Insurance Contracts Act 1984 (Cth).

If the **policy** is cancelled by either the **insured** 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, less 15% for **our** administration costs. However **we** will not refund any **premium** if **we** have paid a claim or **benefit** to you or an **insured person** under the **policy**.

Cover in respect to an **insured person** will end on the earlier of:

1. the date the **insured person** no longer meets the criteria for an **insured person** set out in the **policy schedule**;
2. the end of the **policy period**; or
3. when this **policy** is cancelled by you at your request or by **us** pursuant to the Insurance Contracts Act 1984 (Cth).

Cover under more than one policy with us

Where an **insured person** is covered under another policy of insurance with **us** in respect of the same **benefits** as provided under this **policy**, **we** shall only pay the **benefit** once and the amount so paid shall be the higher of the two policy limits applicable.

Currency

All amounts shown are in Australian dollars. If **you** or an **insured person** incur expenses 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. All claims will be paid in Australian dollars.

Examinations or Autopsies

We will be allowed to have any **insured person** medically examined. In the event of an **insured person's** death **we** may also carry out a post mortem where permitted by law.

We shall provide reasonable notice of this and these will be carried out at **our** expense.

Proper Law and Jurisdiction

The construction, interpretation and meaning of the provisions of this **policy** will be determined in accordance with the law of New South Wales, Australia. In the event of any dispute arising under this **policy**, including but not limited to its construction, validity, performance and/ or interpretation, the **insured** and/or **insured person** will submit to the exclusive jurisdiction of the courts of New South Wales.

Other Insurance

In the event of a claim, the **insured** and/or **insured person** must advise **us** as to any other insurance policies that may be available to pay or partially pay that claim.

Precautions

The **insured** and/or **insured person** must take all reasonable care to prevent or minimise **accident** or **sickness**, including complying with any law, by-law, ordinance or regulation that concerns the safety of persons.

Providing Proofs

The **insured person** must keep documents they will need in case of a claim. These may include documents to substantiate the **insured person's** earnings and any medical certificates or reports that relate to any claim.

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 the **insured** or the **insured person**. The **insured** 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.

How to make a Claim

Need to lodge a claim with **us**?

Please send the details to:

Email: claims@fullertonhealthcs.com.au

Phone: +61 2 8256 1770

Fax: +61 2 8256 1775

IMPORTANT INFORMATION REGARDING CLAIMS

Tell us within 30 days

If an event occurs which may give rise to a claim under this **policy** it should be reported to **us** as soon as reasonably possible or in any event in writing within thirty (30) days after the event occurs. Failure to furnish **us** with notice within the time provided in the **policy** will not invalidate any claim but a failure to do so may result in **us** being prejudiced and may mean **we** can reduce any payments under the **policy** by the amount **we** are prejudice.

Proving there is a claim

Written proof of loss is required for **us** to consider any claim under the **policy**. This includes ensuring **we** receive original copies of all relevant documentation, including, at **your** or the **insured person's** expense, certificates, receipts and any other information or evidence that **we** may require, in the format **we** require.

Investigations

We or **our emergency assistance provider** may need to investigate the circumstances of any claim. If **we** do, **you** and the **insured person** must cooperate fully with **us**. Failure to cooperate may result in the claim being declined.

To whom do we pay a claim

If the claim relates to the **accidental death** of an **insured person** and **we** have accepted a claim is valid under Part A, Death and Capital Benefits, Event 1 of the Table of Benefits commencing on page 18 **we** shall make the payment to **you** or as **you** request. Payment under Event 26 of the Table of Benefits commencing on page 18 shall be paid to the **insured person's spouse or partner** or as they direct. All other payments will be made to the **insured person** or as they request.

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** may, subject to law, reduce **our** liability in respect of such claim or may refuse to pay the claim in whole or in part.

Operative Time

An **insured person** is only covered for the time as shown on the **policy schedule**. The **operative time** will be noted for each category of **insured persons** as follows:

24 hours a day

Cover applies 24 hours per day, 7 days per week.

Working Hours only

Cover applies during normal business hours of the **insured** and excludes travel to and from work.

Working Hours only with Journey

Cover applies during normal business hours of the **insured** and includes travel to and from work.

Outside Working Hours with Journey

Cover applies outside of normal business hours of the **insured** and includes travel to and from work.

Journey

Cover applies whilst commuting from the **insured person's** normal place of residence directly to their normal place of work.

Voluntary Workers

Cover applies for non-paid **insured persons** whilst undertaking tasks at the direction, and under the auspices, of the **insured**.

Education

Cover applies whilst on the premises of a registered education institution or off the premises whilst participating in education activities under the direction, and the auspices, of the **insured**.

What We Cover

If an **insured person**:

suffers a bodily injury , then we will pay:	<p>Part A, Death and Capital Benefits As per the Table of Benefits on page 18</p> <p>Part B, Fractured Bones As per the Table of Benefits on page 20</p> <p>Part C, Loss of Income - Weekly Injury Benefits As per the Table of Benefits on page 20 Temporary total disablement Temporary partial disablement</p>	<p>subject to:</p> <p>a sum insured being shown against these items on the policy schedule or included within the policy; and</p> <p>the bodily injury occurring during the operative time; and</p> <p>The Events occurring within 12 months of the bodily injury; and</p> <p>any excess period that is noted on the policy schedule.</p>
suffers a sickness then we will pay:	<p>Part D, Loss of Income - Weekly Sickness Benefits As per the Table of Benefits on page 21 Temporary total disablement Temporary partial disablement</p>	<p>subject to:</p> <p>a sum insured being shown against these items on the policy schedule; and</p> <p>the sickness manifesting itself after the insured person becomes eligible to be insured under this policy;</p> <p>the Events occurring within 12 months of the insured person first seeking treatment from a medical specialist;</p> <p>the operative time being 24 hours a day; and</p> <p>any excess period that is noted on the policy schedule.</p>
undergoes surgery overseas resulting from a bodily injury or sickness then we will pay:	<p>Part E, Injury Resulting in Surgery Overseas As per the Table of Benefits on page 21</p> <p>Part F, Sickness Resulting in Surgery Overseas As per the Table of Benefits on page 21</p>	<p>subject to:</p> <p>a sum insured being shown against Part C, Loss of Income - Weekly Injury Benefits or Part D, Loss of Income - Weekly Sickness Benefits on the policy schedule; and</p> <p>the bodily injury occurring or the sickness manifesting itself during the operative time; and</p> <p>the surgery occurring within 12 months of the accident or sickness.</p>
suffers a dental injury , then we will pay:	<p>Part G, Dental Injury As per the Table of Benefits on page 22</p>	<p>subject to:</p> <p>the dental injury occurring during the operative time; and</p> <p>The Events occurring within 12 months of the dental injury.</p>

What We Cover

If an **insured person**;

<p>suffers a bodily injury then we will pay:</p>	<p>Part H, Non-Medicare Medical Expenses As per the Table of Benefits on page 22</p>	<p>subject to;</p> <p>the insured person being a voluntary worker or participating in a sporting activity; and</p> <p>the bodily injury occurring during the operative time; and</p> <p>a sum insured being shown against this item on the policy schedule; and</p> <p>the non-medicare medical expenses being incurred within 12 months of the bodily injury; and</p> <p>any excess as noted on the policy schedule.</p>
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Table of Benefits

Part A, Death and Capital Benefits

The Events The following Event(s) must occur within 12 months of the date of the bodily injury .	benefit payable the amounts shown below are a percentage of the amount shown in Part A, Death and Capital Benefits on the policy schedule
1. Accidental death	100%
2. Permanent total disablement	100%
3. Permanent paraplegia or quadriplegia	100%
4. Permanent and incurable paralysis of all limbs	100%
5. Permanent total loss of sight of one or both eyes	100%
6. Permanent total loss of use of one or more limbs	100%
7. Permanent and incurable insanity	100%
8. Permanent total loss of the lens of: a. both eyes b. one eye	100% 60%
9. Permanent total loss of hearing of: a. both ears b. one ear	80% 30%
10. Burns: a. third degree burns and/or resultant disfigurement which covers more than twenty percent 20% of the entire external body; b. second degree burns and/or resultant disfigurement which covers more than twenty percent 20% of the entire external body	50% 25%
11. Permanent total loss of use of four fingers and thumb of either hand	80%
12. Permanent total loss of use of four fingers of either hand	50%
13. Permanent total loss of use of the thumb of either hand: a. both joints b. one joint	40% 20%
14. Permanent total loss of use of fingers of either hand: a. three joints b. two joints c. one joint	15% 10% 5%
15. Permanent total loss of use of toes of either foot: a. all – one foot b. great - both joints c. great - one joint d. other than great - each toe	15% 5% 3% 1%
16. Fractured leg or kneecap with established non-union	10%
17. Loss of at least fifty percent (50%) of all sound and natural teeth , including capped or crowned teeth , but excluding first teeth and dentures	1% to a maximum of \$10,000 in total
18. Shortening of leg by at least five centimetres (5 cm)	7.5%

Part A, Death and Capital Benefits continued

The Events The following Event(s) must occur within 12 months of the date of the bodily injury .	benefit payable the amounts shown below are a percentage of the amount shown in Part A, Death and Capital Benefits
19. Permanent partial disablement not otherwise provided for under Events 8 to 18.	Such percentage of the amount shown in Part A, Death and Capital Benefits on the policy schedule as we at our absolute discretion determine being not inconsistent with the benefit payable provided under Events 8 to 18. The maximum amount payable under event 19 permanent partial disablement is \$250,000.
20. Permanent total loss of: a. two kidneys b. one kidney c. spleen d. liver e. two testicles f. one testicle g. sexual function	 75% 30% 25% 70% 40% 6% 45%

The Events The following Event(s) must occur within 12 months of the date of the bodily injury	benefit payable the amounts shown below are a lump sum payment following an bodily injury
21. Premature childbirth (prior to 26 weeks gestation) or miscarriage	\$5,000
22. Emergency cash advance following accidental death	\$15,000
23. Aggravated assault whilst on a plane, or in a motor vehicle	\$5,000
24. Medically necessary cosmetic surgery after a valid claim for Events 2 through 20	10% of the benefit payable for Events 2 through 20 to a maximum of \$20,000
25. Terrorism - after a valid claim under Events 2 through 9 as caused by an act of terrorism : a. Per person b. Aggregate per policy period	 \$20,000 \$200,000

The Events The following Event(s) must occur within 12 months of the date of the bodily injury	benefit payable the amounts shown below are the maximum amounts we shall reimburse following reasonably incurred costs
26. Funeral expenses following accidental death	Up to \$20,000

Part B, Fractured Bones

The Events The following Event(s) must occur within 12 months of the date of the bodily injury .	benefit payable the amounts shown below are a lump sum payment following a bodily injury
27. Neck, skull or spine a. complete fracture b. other fracture	\$2,500 \$ 750
28. Hip – complete fracture and other fracture	\$1,875
29. Jaw, pelvis, leg, ankle or knee a. complete fracture b. other fracture	\$1,250 \$ 500
30. Cheekbone or shoulder – complete fracture and other fracture	\$ 750
31. Arm, elbow, wrist or ribs a. complete fracture b. other fracture	\$ 625 \$ 250
32. Nose or collar bone – complete fracture and other fracture	\$ 500
33. Finger, Thumb, Foot, Hand or Toe – complete fracture and other fracture	\$ 200

Part C, Loss of Income – Weekly Injury Benefits

The Events The following Event(s) must occur within 12 months of the date of the bodily injury .	benefit payable (only provided if Part C, Loss of Income - Weekly Injury Benefits has a benefit noted on the policy schedule).
Temporary total disablement	up to the amounts shown on the policy schedule but not exceeding the percentage of income and not exceeding the benefit period shown on the policy schedule for that category of insured person .
Temporary partial disablement	up to the amounts shown on the policy schedule but not exceeding the percentage of income and not exceeding the benefit period shown on the policy schedule for that category of insured person , less any amounts payable to the insured person as a result of their working in a reduced capacity. If the insured person chooses not to return to work with the insured in a reduced capacity following clearance by their medical practitioner , then any payment will be limited to 25% of Part C, Weekly Injury Benefit as shown on the policy schedule .

Part D, Loss of Income – Weekly Sickness

The Events The following Event(s) must occur within 12 months of the date of the sickness .	benefit payable (only provided if Part D, Loss of Income - Weekly Sickness Benefit has a benefit noted on the policy schedule).
Temporary total disablement	up to the amounts shown on the policy schedule but not exceeding the percentage of income and not exceeding the benefit period shown on the policy schedule for that category of insured person .
Temporary partial disablement	<p>up to the amounts shown on the policy schedule but not exceeding the percentage of income and not exceeding the benefit period shown on the policy schedule for that category of insured person, less any amounts payable to the insured person as a result of their working in a reduced capacity.</p> <p>If the insured person chooses not to return to work with the insured in a reduced capacity following clearance by their medical practitioner, then any payment will be limited to 25% of Part D, Weekly Sickness Benefit as shown on the policy schedule.</p>

Part E, Injury – Surgical Benefits Overseas

The Events The following Event(s) must occur within 12 months of the date of the bodily injury .	benefit payable (only provided if Part C, Loss of Income - Weekly Injury Benefits has a benefit noted on the policy schedule)
34. Craniotomy	\$20,000
35. Amputation of a limb	\$20,000
36. Fracture of a limb requiring open reduction	\$10,000
37. Dislocation of a joint requiring open reduction	\$ 5,000
38. Any other surgical procedure carried out under a general anaesthetic	\$ 1,000

Part F, Sickness – Surgical Benefits Overseas

The Events The following Event(s) must occur within 12 months of the date of the sickness .	benefit payable (only provided if Part D, Loss of Income - Weekly Sickness has a benefit noted on the policy schedule)
39. Open heart surgical procedure	\$20,000
40. Brain surgery	\$20,000
41. Abdominal surgery carried out under general anaesthetic	\$10,000
42. Any other surgical procedure carried out under a general anaesthetic	\$ 1,000



Part G, Dental Injury

The Events The following Event(s) must occur within 12 months of the date of the dental injury	benefit payable the amounts shown below are the maximum amounts we shall reimburse following a dental injury .
43. total loss of a tooth	\$250 per tooth up to a maximum of \$1,000 any one claim
44. tooth chipping	\$100 per tooth up to a maximum of \$400 any one claim

Part H, Non-Medicare Medical Expenses

The Events The following Event(s) must occur within 12 months of the date of the bodily injury	benefit payable the amounts shown below are the maximum amounts we shall reimburse following a bodily injury .
45. Non-medicare medical expenses	90% of non-medicare medical expenses , up to the maximum sum insured as noted on the policy schedule

Additional Benefits

The following **benefits** are automatically included in the **policy**.

Accidental H.I.V. Infection Benefit

Notwithstanding any Exclusions throughout this **policy** in respect of Human Immunodeficiency Virus (H.I.V.) if an **insured person** accidentally contracts the H.I.V. infection:

1. as a direct result of **bodily injury** caused by a violent and physical bodily assault by another person on the **insured person** during the **policy period**; or
2. as a direct result of receiving medical treatment provided by a **medical practitioner** for an **insured person's bodily injury** or **sickness** while they are insured under this **policy**,
provided that if:
 - a. there is a positive diagnosis within 180 days of the event giving rise to the H.I.V. infection; and
 - b. any event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to **us** and medical tests are carried out by a **medical practitioner** no more than forty-eight (48) hours from the date and time of the event giving rise to the H.I.V. infection; and
 - c. a recognised laboratory carries out medical and clinical tests that conclusively prove that the **insured person** was not H.I.V. positive at the time and date immediately before the event giving rise to the H.I.V. infection,

we will pay the **insured person** \$30,000.

No **benefit** will be payable if **you** or the **insured person** fails to comply with or to provide the required level of proof.

Accommodation and Transport Expenses

If an **insured person** sustains a **bodily injury** and is admitted as an in-patient of a hospital, which is more than 100 kilometres from the **insured person's** normal place of residence, **we** will pay the actual and reasonable transport and/or accommodation expenses incurred by their **spouse or partner** and/ or **dependent children** to travel to or remain with the **insured person** up to a maximum of \$10,000.

Aggravated assault benefit

If, during the **policy period**, an **insured person** has a valid claim under Part A, Death and Capital Benefit, Event 23, Aggravated assault, **we** shall also pay the following:

- a. if a pre-scheduled trip has yet to commence, any additional transportation expenses of an **insured person** (including any relative that may be travelling with them) incurred to commence the trip;
- b. if a pre-scheduled trip has commenced, any additional accommodation and/or transportation expenses incurred to allow the **insured person** (including any relative travelling with them) to recommence their trip;
- c. if an **insured person** (including any relative travelling with them) is returning to their normal place of residence upon completion of their pre-scheduled trip, any additional transportation expenses to return the **insured person** (including any relative travelling with them) to their normal place of residence; or
- d. any forfeited accommodation or transportation expenses of an **insured person** (including any relative that may be travelling with them) due to the cancellation of their pre-scheduled trip following the **aggravated assault**.

Any expenses must be reasonably and necessarily incurred and are in respect of additional costs that would have not otherwise been incurred. **We** shall only pay for one of a. to d. above arising from the same **aggravated assault**.

The maximum **amount payable** shall be \$2,500

Bed Care Benefit

If an **insured person** sustains a **bodily injury** for which **benefits** are payable under the Table of Benefits and becomes a **bed care patient** outside Australia or their **country of residence**, **we** will pay \$200 per day when the **insured person** remains a **bed care patient** beginning with the second day of confinement.

The maximum period **we** shall pay is 30 days.

Cancer Benefit

We will pay the **insured person** \$25,000 if, during the **policy period**, they are diagnosed with **cancer** for the first time, provided that:

1. both:
 - a. the diagnosis of cancer; and
 - b. the appearance of any symptoms, complaints or conditions that give rise to an investigation resulting in the diagnosis of cancer,

first occur at least ninety (90) days after the date on which the relevant **insured person** became eligible under this **policy**; and

2. the **cancer** is not directly or indirectly caused or contributed to in any way by any **pre-existing condition**.

The **operative time** as noted on the **policy schedule** for this Cancer Benefit is 24 hours per day.

Childcare Benefit

If an **insured person** sustains a **bodily injury** for which a **benefit** is paid under Events 2 to 7, 8(a) or 9(a) of the Table of Benefits commencing on page 18 or Part C, Loss of Income - Weekly Injury Benefits, **we** will pay the **insured person** the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to a maximum of \$5,000 any one claim.

If the **insured person** does not earn an **income** and does not have a valid claim under Events 2 to 7, 8(a) or 9(a) of the Table of Benefits commencing on page 18, and a **medical practitioner** certifies that the **insured person** requires the services of a registered childcare provider **we** will pay the **insured person** the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to a maximum of \$2,500 any one claim.

Subject at all times that this Childcare Benefit is only payable in respect of any additional childcare provider costs that would not otherwise have been incurred.

Coma Benefit

If an **insured person** sustains a **bodily injury** which directly causes or results in the **insured person** being in a state of continuous unconsciousness and the **insured person** or their legal representative provide **us** with a **medical practitioner's** certificate that verifies that the direct cause of the continuous unconsciousness was the **bodily injury**, **we** will pay the **insured person** or the **insured person's spouse or partner** or their legal representative \$750 for each week that an **insured person** remains in a state of continuous unconsciousness.

The maximum period **we** shall pay is 20 weeks.

A daily rate of one seventh (1/7th) of the weekly **benefit** will be paid where an **insured person** remains in a state of continuous unconsciousness for less than seven (7) days.

Company Image Benefit

If during the **policy period** an **insured person** suffers **bodily injury** that **we** believe will result in **accidental death** or **permanent total disablement**, **we** will pay to the **insured** up to \$15,000 for the actual and necessarily incurred external costs, directly related to the **bodily injury**, (as **we** agreed prior to incurring) for the engagement of independent image consultants, public relations consultants and/or media partners, to help protect and/or positively promote the **insured's** brand or image.

Costs must be incurred within 30 days of an event giving rise to a claim. Furthermore, if it arises that there is not a valid claim under **accidental death** or **permanent total disablement**, the **insured** provides an undertaking to return any payments to **us**.

Dependent Child Benefit

If an **insured person** suffers **bodily injury** which results in **accidental death**, **we** will pay to the **insured person's spouse or partner** or legal personal representative of the **insured person's** estate, \$10,000 per **dependent child**, subject to a maximum **benefit payable** per family of \$30,000.

Disappearance

If the body of an **insured person** is not found within twelve (12) months after an **accident** involving the conveyance in which they were travelling, **accidental death** will be presumed in the absence of any evidence to the contrary. The **accidental death benefit** shall be payable by **us**, subject to a signed undertaking by the beneficiary that if the **insured person** is subsequently found alive, such **accidental death benefit amount** will be refunded to **us**.

Domestic Help Benefit

If an **insured person** sustains a **bodily injury** and a **medical practitioner** certifies that the **insured person** is unable to carry out domestic duties, **we** will pay the actual and reasonable costs incurred of hiring domestic help up to \$500 per week for a maximum **benefit period** of 26 weeks, provided that the domestic help is not carried out by the **insured person's close relatives** nor a person permanently residing with the **insured person**.

Subject at all times that this **benefit** is only payable in respect of additional costs that would have not otherwise been incurred.

Education Benefit

If an **insured person** suffers **accidental death**, **we** will pay up to \$10,000 on behalf of each surviving **dependent child** per claim to each **dependent child's** school or university for fees incurred, subject to a maximum **benefit payable** per family of \$30,000.

Escalation of Claim Benefit

Subject to renewal of this **policy** and payment of the **premium**, after payment of a **benefit** under Part C, Loss of Income – Weekly Injury Benefits, or Part D, Loss of Income – Weekly Sickness Benefits continuously for twelve (12) months and again after each subsequent period of twelve months during which a **benefit** is paid, the **benefit** will be increased by a compound rate of 5% per annum.

Exposure

Where an **insured person** is exposed to the elements as a result of an **accident** and suffers from any of the Events stated in the Table of Benefits commencing on page 18 as a direct result of that exposure within twelve (12) months of the **accident**, the **insured person** will be deemed for the purposes of this **policy** to have suffered a **bodily injury** on the date of the **accident**.

Financial Planning Benefit

Following a valid claim under Part A, Death and Capital Benefits, Events 1 to 7, 8(a) or 9(a) of the Table of Benefits commencing on page 18, **we** will reimburse the **insured person** or the **insured person's spouse or partner** or estate for the actual and reasonable costs, up to the maximum amount of \$5,000, for professional financial planning advice provided by a qualified financial planner within six (6) months after the date of the event.

Subject at all times to the qualified financial planner not being related to the **insured person** or **spouse or partner** by blood or by marriage, or otherwise residing with the **insured person**.

Identity Theft Benefit

If an **insured person** suffers a **bodily injury** arising from an **aggravated assault** and subsequently becomes a victim of **identity theft** as a result of the theft of documents during the **aggravated assault**, **we** will pay the **insured person** for actual and reasonable legal and other expenses necessarily incurred, with **our** consent, up to an annual aggregate maximum of \$25,000 for:

1. pursuing closure of, accounts, credit facilities or other facilities or commitments;
2. resubmitting applications for loans, grants, other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of **identity theft**;
3. notarising affidavits or other similar documents, amending or rectifying records in regard to the **insured person's** true name or identity as the result of **identity theft**;
4. to defend any suit brought against the **insured person** by creditor or collection agency or any other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of **identity theft**;

5. to remove any civil judgment wrongfully entered against the **insured person** as a result of **identity theft**; or
6. **income** of the **insured person** lost by the **insured** or the **insured person** as a result of the **insured person** having to take time off work to complete 1 through 5 above, to a maximum of \$250 per day for a period of no more than 20 business days.

Membership Benefit

If an **insured person** suffers a **bodily injury** which results in a **benefit** being paid under:

- a. Part A, Death and Capital Benefits, Events 1 to 7, 8(a) or 9(a) of the Table of Benefits commencing on 18; or
- b. Part C, Loss of Income - Weekly Injury Benefits, for which a **medical practitioner** or **medical specialist** certifies in writing will continue for a minimum period of twenty-six (26) weeks,

and it is certified by a **medical practitioner** or **medical specialist** as preventing the **insured person** from continuing their participation in any sport or gym activity for which they have pre-paid a membership, association or registration fee, **we** will pay the **insured person** a pro-rata refund of such fees paid for the current season or membership period up to a maximum of \$2,500.

If the **insured person** does not earn an **income** and does not have a valid claim under a. above, if it is certified by a **medical practitioner** or **medical specialist** as preventing the **insured person** from continuing their participation in any sport or gym activity for which they have pre-paid a membership, association or registration fee, **we** will pay the **insured person** a pro-rata refund of such fees paid for the current season or membership period up to a maximum of \$2,500.

Modification Benefit

If an **insured person** sustains a **bodily injury** for which a **benefit** is paid under Part A, Death and Capital Benefits, Events 2, 3 or 4 of the Table of Benefits commencing on page 18, **we** will pay up to \$15,000 for costs necessarily incurred to modify the **insured person's** home and/or motor vehicle, and/or costs associated with relocating the **insured person** to a more suitable home, provided that medical evidence is given to **us** from a **medical practitioner** certifying the modification and/or relocation is necessary.

Orphan Benefit

If an **insured person** and their **spouse or partner** suffer **accidental death** as a result of the same **accident**, **we** will pay to the **insured person's** estate or the guardian of the **dependent children** \$10,000 for each surviving **dependent child** subject to a maximum **benefit payable** per family of \$30,000.

Spouse or Partner Employment Training Benefit

If an **insured person** sustains a **bodily injury** which results in Part A, Death and Capital Benefits, Events 1, 2, 3 4 or 5 of the Table of Benefits commencing on page 18, **we** will reimburse an **insured person's spouse or partner** up to \$10,000 for the actual costs incurred for training or retraining the **insured person's spouse or partner**:

1. for the sole purpose of obtaining gainful employment; or
2. to improve their potential for employment; and/or
3. to enable them to improve the quality of care they can provide to the **insured person**,

provided that:

- a. in respect of 1. or 2. above of this Employment Training Benefit the **spouse or partner** has not attained the age of seventy-five (75) years of age at the commencement of the training; and
- b. the training is provided by a recognised institution with qualified skills to provide such training.

This **benefit** only applies if the **spouse or partner** incurs employment training expenses within twenty four (24) months following the date of the **insured person's accidental death** or **permanent total disablement**.

Student Tutorial Benefit

If an **insured person** sustains a **bodily injury**, and at the time is a registered full time student and a **medical practitioner** certifies that the **insured person** is unable to attend classes, **we** will pay the actual costs incurred of home tutorial services up to \$500 per week for a maximum of 26 weeks.

Subject at all times that the tutorial service is not carried out by the **insured person's close relative** nor a person permanently residing with the **insured person**.

Transportation Benefit

If **we** pay a valid claim under Part C, Loss of Income - Weekly Injury Benefit, and **we** receive advice from the **insured person's** treating **medical specialist** that **insured person** is unable to operate a motor vehicle or travel on any form of other transport, **we** shall pay the **insured person** up to \$250 per week for a maximum **benefit period** of 6 weeks for the hire of a chauffeured vehicle to transport the **insured person** directly from their normal place of residence to their normal place of work.

Trauma benefit

If during the **policy period** an **insured person** suffers a **psychological trauma**, **we** shall reimburse the **insured person** for costs incurred for trauma counselling which is provided by a registered psychologist or psychiatrist (who is not an **insured person** or a relative) subject to a **medical specialist** certifying that said treatment was necessary for the wellbeing of the **insured person**. The maximum **we** shall pay for any one **insured person** during any one **policy period** shall be \$5,000.

Tuition Benefit

If an **insured person** sustains a **bodily injury** for which a **benefit** is paid under Part A, Death and Capital Benefits, Events 2, 3 or 4 of the Table of Benefits commencing on page 18, or Part C, Loss of Income - Weekly Injury Benefits, **we** will pay up to \$5,000 for costs necessarily incurred for tuition or advice for the **insured person** from a licensed vocational school, provided such tuition or advice is undertaken with **our** prior written agreement and that medical evidence is presented from a **medical practitioner** or **medical specialist** certifying the tuition or advice is necessary.

Unforeseen Expenses

If an **insured person** sustains a **bodily injury** which directly results in otherwise unforeseeable expenses for clothing, medical aids (not including electronic devices such as, but not limited to, tablets, laptops, mobile phones and the like) and local transportation for the purpose of seeking medical treatment, **we** will pay up to \$2,500 for the actual and reasonable costs incurred.

Subject at all times to those costs not being recoverable elsewhere under this **policy**, or otherwise applicable to an expense for which a Medicare benefit is payable.

Workplace Benefits

If a **bodily injury** is sustained by someone other than an **insured person** as defined under this **policy**, and the **operative time** is noted as:

- a. 24 hours a day; or
- b. Working Hours only;

and that **bodily injury** would have resulted in a claim under Part A, Death and Capital Benefits, Events 1 to 7, 8a or 9a of the Table of Benefits commencing on page 18, **we** shall pay the **insured** \$25,000.

Subject at all times to the following:

1. the **accident** occurs on the business premises of the **insured**; and
2. the person who sustains the **bodily injury** has been invited on to the premises in a business capacity; and
3. the **accident** occurs during the normal business hours of the **insured**;
4. the **accident** occurs during the **policy period**; and
5. there is no **benefit payable** anywhere else within this **policy**.

Special Conditions

The following Special Conditions are applicable.

1. The amount of the **benefit payable** for Part C, Loss of Income - Weekly Injury Benefits or Part D, Loss of Income - Weekly Sickness Benefits as set out in the **policy schedule** will be paid monthly in arrears.

If, however, the **insured person's** treating **medical practitioner** certifies that the period of **temporary total disablement** shall be at least 26 weeks, **we** shall pay the first 12 weeks immediately subject to the **benefit period** noted on the **policy schedule** exceeding 12 weeks.

Any **benefit payable** for a period of less than one week will be paid at a rate of one-seventh (1/7th) of the weekly benefit for each day during which disablement continues.

2. After a valid claim for any of the Events 2 to 8(a) of the Table of Benefits commencing on page 18 all cover with respect to that **insured person** under Part A will cease.
3. If as a result of **bodily injury**, the **insured person** is entitled to any **benefit** under Part C, Loss of Income - Weekly Injury Benefit or Part D, Loss of Income - Weekly Sickness Benefit and subsequently becomes entitled to a **benefit amount** under the Table of Benefits for Event 2, 3 or 4 on page 18, all **benefit payable** for Part C, Loss of Income - Weekly Injury Benefits or Part D, Loss of Income - Weekly Sickness Benefits will cease from the date of such entitlement.
4. Where an **insured person** claims a **benefit** in respect of Part C, Loss of Income - Weekly Injury Benefits or Part D, Loss of Income - Weekly Sickness Benefits, the **insured person** agrees upon **our** written request to:
 - a. participate and co-operate with **us** in establishing and following a plan comprising activities and procedures for the purpose of achieving or expediting their return (either in full or in substantial part) to their usual occupation;

- b. provide **us** with any medical reports that are relevant to Part C, Loss of Income - Weekly Injury Benefits or Part D, Loss of Income - Weekly Sickness Benefits or relevant to a plan to achieve or expedite their return to their usual occupation;

- c. consent to their treating **medical practitioners**, their employer, **us** or service providers that **we** nominate associating with each other or exchanging information for the purpose of achieving or expediting their return to their usual occupation; and

- d. undertake reasonable medical investigations or attend medical examinations as requested by **us**.

5. **We** shall not pay any payment under Part C, Loss of Income - Weekly Injury Benefits or Part D, Loss of Income - Weekly Sickness Benefits that exceeds the total **benefit period** stated in the **policy schedule** in respect of any one **bodily injury** or **sickness** or disease;
6. **We** shall not pay more than one (1) of Events 35 through 39, or Events 40 through 43 of the Table of Benefits commencing on page 18 arising from the same surgery.
7. Any **benefit payable** for Events 1 to 21 will be paid in addition to any **benefit** already paid for under Part C, Loss of Income - Weekly Injury Benefits in respect of the same **bodily injury**.
8. No **benefit** will be payable for Part C, Loss of Income - Weekly Injury Benefits or Part D, Loss of Income - Weekly Sickness Benefits in respect of any one **bodily injury** or **sickness** or disease at all unless the **insured person** shall as soon as possible after the happening of a **bodily injury** or **sickness** or disease giving rise to a claim, procure and follow proper medical advice from a **medical practitioner**.

9. If a claim occurs for an **insured person** under Part C, Loss of Income - Weekly Injury Benefits or Part D, Loss of Income - Weekly Sickness Benefits as a result of **bodily injury** or **sickness**, and whilst during the **policy period** the **insured person** suffers from the same or an associated cause or causes, the subsequent period of disablement will be deemed a continuation of the prior occurrence unless, between such occurrences, the **insured person** has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent occurrence of disablement will be deemed to have resulted from a new **bodily injury** or **sickness** and a new **excess period** will apply.
10. The **benefit payable** under Part C, Loss of Income - Weekly Injury Benefits or Part D, Loss of Income - Weekly Sickness Benefits will be reduced by:
 - a. the amount of any periodic compensation paid under any workers' compensation legislation or transport accident legislation or any legislation having a similar effect; and
 - b. the amount of any sick leave paid or, at the discretion of the **insured**, sick leave entitlement; or
 - c. any other benefits or compensation the **insured person** is entitled to receive or entitled to claim for lost **income** (whether a periodical payment, lump sum or otherwise but not including any payment in respect of pain and suffering) from any other source as a result of the same condition;

so as to limit the total of all such **benefits** and entitlements to the lesser of the **insured person's income** or the **benefit amount** shown on the **policy schedule**.
11. **Benefits for temporary total disablement** shall cease:
 - a. upon the expiry of the **benefit period**; or
 - b. when the **medical practitioner** certifies the **insured person** as being able to return full time to their normal occupation whether the work is available or not;

whichever first occurs,

or if an **insured person**:

 - c. fails to comply with our requests for further medical assessments or fails to attend any rehabilitation programmes **we** request;
 - d. retires or stops actively seeking work; or
 - e. accepts early retirement or voluntary redundancy unless it is as a direct result of a disablement that is subject to a valid claim under this **policy**.
12. If the **benefit payable** with respect to Events 1 to 19 of the Table of Benefits commencing on page 18 is salary linked, the actual **benefit payable** for an **insured person** who is not in receipt of a salary will be limited to the lesser of the maximum sum insured stated in the **policy schedule** or \$250,000.
13. The **benefit payable** under Part H, Non-Medicare Medical Expenses shall have all refunds applied prior to the 90% calculation being completed, then the **excess** shall be deducted.
14. **We** shall not pay any **non-medicare medical expenses** incurred more than 12 months after the date of the **bodily injury**.

Notwithstanding this 12 month limitation, if an **insured person** is receiving ongoing treatment from a **medical specialist** and treatment is not able to be completed within the 12 month period due to circumstances outside of the control of the **insured person**, any ongoing **non-medicare medical expenses**, certified as necessary by the **medical specialist**, shall be covered for a further 12 months.

The above is subject at all times to the maximum **amount payable** as noted on the **policy schedule**.

Liberty International Underwriters is a trading name of Liberty Mutual Insurance Company (ABN 61 086 083 605).
Incorporated in Massachusetts, U.S.A. (The liability of members is limited)