



GROUP PERSONAL ACCIDENT POLICY

MMA_GROUP_PA_v3.1

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GROUP PERSONAL ACCIDENT POLICY

Information about your Policy

Part 1 of the policy is set out in three sections. For each section, we show

1. what we will pay
2. what we will not pay
3. compensation tables

Please note that there are other things that are not covered and which are shown in Part 2.

Our agreement with you

This policy is a legal contract between you and us. You pay us the premium and we insure you and the insured persons against loss as set out in the policy.

Australia Law

This policy is governed by the Laws of the Australian State or Territory in which it was issued and any dispute or action in connection therewith shall be conducted and determined in Australia.

Effective Date of Individual Insurance

The insurance of any insured person (as specified in the schedule) will become effective on the latest of the following dates:

- (a) on the commencing date of the period of insurance;
- (b) on the date such insured person becomes eligible for insurance hereunder;
- (c) where a proposal is required by us on the date of our acceptance of the insured person's written proposal.

Who can cancel this policy

- (a) This policy may be cancelled by you at any time by giving us written notice, in which case we shall retain a pro rata proportion of the premium for the time the policy has been in force.
- (b) We may cancel this policy or any section for any of the reasons set forth in Section 60 of the Insurance Contracts Act (Cth) 1984 by serving on you sixty (60) days' notice in writing in accordance with Section 59 of that Act. We shall retain a pro rata proportion of the premium for the time the policy has been in force.

Words with special meanings

"Aggregate limit of liability" means:

- (a) the maximum amount we will pay for all claims (except those referred to under (b) below) arising during any one Period of Insurance.
- (b) the maximum amount we will pay for all claims arising during any one Period of Insurance relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes.

The aggregate limits are shown on the policy schedule.

If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.

"Schedule" means the Placing Schedule

"Compensation" means the amount of benefit shown in the Compensation Tables of this Policy. **"Dependant Children"** means the unmarried dependant children of the insured person who are:

- (a) over 6 months of age and under 19 years of age, or
- (b) under 25 years of age while they are full time students at an accredited institution of higher learning;

and, at the time of the event giving rise to a claim under Part 1 – Section A – Capital Benefits, Spouse and Dependant Children Benefit of this policy, are primarily dependant on the insured person for maintenance and support.

Dependant children includes step or legally adopted children.

"Excluded period of claim" means the number of days after medical treatment by a legally qualified and registered medical practitioner, for which an insured person does not receive a weekly benefit.

"Illness" means any illness or disease which first occurs during the period of insurance and on or after the insured person's effective date of individual insurance.

"Injury" means bodily injury resulting from accident and which is not an illness and which

- (a) occurs during the period of insurance and on or after the insured person's effective date of individual insurance, and
- (b) within 12 months of the injury, results solely and independently of any other cause (including any pre-existing physical or congenital condition) in the events covered under this policy and
- (c) includes any condition resulting from exposure to the elements whether as a result of injury or not.

"Insured person" means any person described in the schedule as an Insured Person.

"Loss" in connection with a limb or part of a limb means physical severance or permanent loss of use.

"Partial disablement" means disablement as a result of injury that prevents an insured person from carrying out a substantial part (more than 50%) of all the normal duties of their usual occupation, business or profession.

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

"Pre disability earnings" means

1. If an insured person is self employed:
gross weekly income from personal exertion after allowing for costs and expenses incurred in deriving that income averaged over the 12 months prior to injury or illness or any shorter period that they have been engaged in their occupation.
2. If an insured person is an employee:
 - (a) where remunerated by wages or salary – the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding overtime payments, bonuses, commission or allowances.

- (b) where remunerated by TEC (ie total employee cost or salary package) – the average gross weekly value of the income package earned from personal exertion (including but not limited to wages and/ or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances) before personal deduction and income tax, but excluding overtime payments, bonuses, commission or allowances at the time of injury or illness.

all derived during the 12 calendar months period immediately preceding the Injury or Illness giving rise to the claim under this Policy

“Period of Insurance” means the period shown in the schedule.

“Permanent” means continuing for at least twelve consecutive months and which at the end of that time is certified by a registered and legally qualified medical practitioner (who is not the insured person or a family member of the insured person) as likely, in all probability, to continue for life.

“Quadriplegia” means total paralysis of both legs and both arms.

“Spouse” means the husband or wife or any de-facto marital partner of the insured person who has continuously lived with the insured person for at least 3 calendar months prior to the event giving rise to a claim under Part 1 – Section A – Capital Benefits, Spouse and Dependant Children Benefits of this policy.

“Total Disablement” means total disablement as a result of injury that entirely prevents an insured person from

(a) carrying out all the normal duties of their usual occupation, business or profession, or

(b) where they are engaged in more than one occupation, business or profession, all of them.

If illness cover has been selected, total disablement will also mean such inability occurring in the same circumstances resulting from illness.

“We” “Our” “Us” means the insurer shown in the schedule.

“You” “Your” means the insured shown in the schedule.

PART 1

Section A – Capital Benefits

What we will pay

We will pay amounts set out in the compensation tables in this section of the policy in respect of an insured person if the payable conditions shown are a result of injury.

What we will not pay

We will not pay for any claim under this section of the policy if the claim arises directly or indirectly out of any of the following:

- (a) Illness, except illness directly resulting from medical or surgical treatment rendered necessary by such injury;
- (b) Suicide or attempted suicide;
- (c) See also Part 2.

Capital Benefits

- (a) Any payable condition claimed under Capital Benefits must occur within 12 months of the date of injury;
- (b) Any Capital Benefit payable shall be reduced by any amount of any other capital benefit we have paid or are liable to pay in connection with the same injury;
- (c) Any Capital Benefit payable under this section will be reduced by any amounts paid under the Disappearance Capital Benefit;
- (d) The maximum amount we will pay for any one event involving more than one insured person is the aggregate limit of liability shown in the schedule. If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.

Compensation Table – Capital Benefits

Injury Resulting in: Payable Condition	Compensation as a percentage of the Capital Sum Insured shown in the Schedule
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent Disability not otherwise provided	The percentage we determine as being consistent with the compensation provided in this table but not exceeding 75%.
4. Permanent paraplegia	100%
5. Permanent quadriplegia	100%
6. Permanent unsound mind to the extent of legal incapacity	100%
7. Permanent and incurable paralysis of all limbs	100%
8. Permanent total loss of the entire sight of one or both eyes	100%
9. Permanent total loss of hearing in both ears	100%
10. Permanent total loss of the use of both hands	100%
11. Permanent total loss of the use of both arms	100%
12. Permanent total loss of the use of both feet	100%
13. Permanent total loss of the use of both legs	100%
14. Permanent total loss of the use of one hand and one foot	100%
15. Permanent total loss of the use of one hand and one arm	100%
16. Permanent total loss of the lens of one eye	50%
17. Permanent total loss of the hearing in one ear	50%
18. Permanent total loss of the use of one foot or one leg	50%
19. Permanent total loss of the use of four fingers and thumb of either hand	75%
20. Permanent total loss of the use of four fingers of either hand	40%
21. Permanent total loss of the use of the one thumb, both joints	20%
22. Permanent total loss of the use of one thumb, one joint	15%
23. Permanent total loss of the use of a finger, three joints	10%
24. Permanent total loss of the use of a finger, two joints	8%
25. Permanent total loss of the use of a finger, one joint	5%
26. Permanent total loss of the use of all the toes on one foot	15%
27. Permanent total loss of the use of great toe, both joints	5%
28. Permanent total loss of the use of great toe, one joint	3%
29. Permanent total loss of the use of other toe, (each toe)	1%
30. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	50%
31. Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures (to \$10,000 in total for all teeth)	1%
32. Shortening of leg by at least 5cm	7%

Additional Capital Benefits

- (a) Any payable condition claimed under Additional Capital Benefits must occur within 12 months of the date of injury;
- (b) Break means a complete break of a bone and does not include a fracture.

Compensation Table – Additional Capital Benefits

Broken Bones Additional Capital Benefit is \$2,000 or any other amount stated in the schedule.

Injury resulting in the following broken bones:		Compensation as a percentage of the Broken Bones Additional Capital Benefit
Payable Condition		
1.	Neck skull or spine	100%
2.	Hip	75%
3.	Jaw, pelvis, leg, ankle or knee	50%
4.	Cheekbone or shoulder	30%
5.	Arm, Elbow or wrist	10%
6.	Nose or collarbone	20%
7.	Foot or hand	5%
8.	In the case of established non union of any of the above breaks, an additional	5%

Surgical Procedures Additional Capital Benefits is \$10,000 or any other amount stated in the schedule.

Cover under this Additional Benefit applies only if the surgery is undertaken outside of Australia.

Injury resulting in the following Surgical Procedures:		Compensation as a percentage of the Surgical Procedures Additional Capital Benefit
Payable Condition		
	Craniotomy	100%
	Amputation of a limb	50%
	Fracture if a limb requiring open reduction	50%
	Dislocation requiring open reduction	50%
	Any other surgical procedure carried out under a general anaesthetic	10%

Lifestyle Modification Additional Capital Benefit

If an insured person is paid a capital benefit under any of payable conditions 2, 4, 5, 7, 8, 11, 12, 13 and 16 we will also pay for the cost necessarily incurred by the insured person in modifying:

- (a) their motor vehicle or
- (b) their home or
- (c) in relocating to a suitable home

up to a maximum of 80% of the cost incurred or \$10,000 or any other greater amount stated in the schedule, whichever is the lower amount.

This benefit is only payable:

- (a) where the modification/relocation are undertaken with our prior written agreement and the agreement of the insured person's attending physician; and
- (b) in respect of one residence or vehicle only.

Disappearance Capital Benefits

If an insured person disappears and after twelve calendar months it is reasonable for us to believe they have died due to an insured injury, we will pay the death benefit accordingly, subject to receipt of a signed undertaking by you that any such compensation shall be refunded if the insured person is later found to be alive.

Spouse and Dependant Children Benefit

If the insured person suffers a work related injury which results in death we will pay the following amounts in addition to the compensation payable on the life of the insured person:

1. Surviving spouse benefit - \$5,000 or any other amount stated in the Schedule:
2. Dependant children benefit - \$5,000 or any other amount stated in the schedule for each dependant child to a maximum of \$15,000 or any other amount stated in the Schedule.

Accidental H.I.V Infection Benefit

We will pay to the insured person compensation of \$25,000 or any other amount stated in the Schedule if the insured person accidentally contracts the Human Immuno-deficiency Virus (H.I.V) infection:

- (a) as a direct result of injury caused by a physical and violent bodily assault by another person on the insured person while he or she is covered under this policy; or
- (b) as a direct result of the administering of medical treatment provided by a registered and legally qualified medical practitioner or registered nurse of an insured person's covered injury or illness while he or she is insured under this policy.

Special Conditions

1. Compensation will only be payable if the insured person is positively diagnosed within 180 days of the event giving rise to the H.I.V. infection.
2. Compensation shall not be payable unless 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 registered and legally qualified medical practitioner no more than forty eight (48) hours from the time and date of the event giving rise to the H.I.V. infection.
3. The medical tests (to be made by recognised laboratory and clinical tests) carried out in connection with this Benefit must prove conclusively that the insured person was not H.I.V. positive at the time and date of the event giving rise to the H.I.V. infection. No compensation is payable if you or the insured person fail to comply with or to provide the required level of proof.

Section B – Weekly Benefits – Injury

What we will pay

We will pay amounts as set out in the compensation table in this section of the policy in respect of an insured person if the payable conditions shown are a result of injury.

What we will not pay

We will not pay for any claim under this section of the policy if the claim arises directly or indirectly out of any of the following:

- (a) Illness except illness directly resulting from medical or surgical treatment rendered necessary by such injury;
- (b) See also Part 2.

We will also not pay where weekly illness benefits are being claimed for the same period of time.

Weekly Benefit – Injury

- (a) Any payable condition claim must occur within 12 months of the date of injury.
- (b) Successive periods of disablement
 - i. resulting from the same injury and
 - ii. which are not separated by a return to active full time employment for six months or more will be considered as one period of disablement
- (c) Weekly benefits will be paid after the excluded period of claim has elapsed.
- (d) We will continue to pay weekly benefits while the insured person suffers disablement up to a maximum of 156 weeks or any shorter period shown in the schedule.

The weekly benefit we pay will be

- (a) the amount shown in the compensation table or
- (b) the insured person's pre disability earnings,

whichever is less and will be reduced by

- (c) weekly benefits paid or payable from any statutory transport accident scheme or statutory workers compensation scheme or other insurance policy paying periodical disability benefits.

We will pay one-seventh (1/7th) of the weekly benefit for each day of disablement where disablement lasts for less than a week.

Compensation Table – Weekly benefits – Injury

Injury resulting in: Payable Condition	Compensation
1. Total disablement (weekly benefit)	As per schedule
2. Partial disablement (weekly benefit) If the insured person returns to work in a reduced capacity weekly If the insured person does not return to work	The difference between the compensation for total disablement and the income earned from personal exertion, or 25% of the compensation for total disablement

Rehabilitation Additional Benefit

If an insured person is paid a weekly benefit under any of payable conditions under this section we will also pay for the costs incurred by the insured person for participation in a return to work program if:

- (a) we consider the costs reasonable and
 - (b) the insured person's medical practitioner agrees,
- up to a maximum of \$5,000 or any other amount stated in the schedule.

Escalation of Claim Benefit

After payment of the compensation under Section B continuously for twelve months and again after each subsequent period of twelve months during which compensation is paid, we will increase the compensation by 5% compound per annum.

Section C – Weekly Benefits – Illness

What we will pay

We will pay amounts as set out in the compensation table in this section of the policy in respect of an insured person if the payable conditions shown are result of illness.

What we will not pay

We will not pay for any claim under this section of the policy if the claim arises directly or indirectly out of any of the following:

- (a) Injury.
- (b) See also Part 2.

We will also not pay where weekly injury benefits are being claimed for the same period of time.

Weekly Benefits – Illness

- (a) Any payable condition claimed must occur within 12 months of the date of illness.
- (b) Successive periods of total disablement
 - i. resulting from the same illness and
 - ii. which are not separated by a return to active full time employment for six months or more will be considered as one period of total disablement.
- (c) Weekly benefits will be paid after the excluded period of claim has elapsed.
- (d) We will continue to pay weekly benefits while the insured person suffers total disablement up to a maximum of 156 weeks or any shorter period shown in the schedule.

The weekly benefit we pay will be

- (a) the amount shown in the compensation table or
- (b) the insured person's pre disability earnings,

whichever is less, and will be reduced by

- (c) weekly benefits paid or payable from any statutory transport accident scheme or statutory workers compensation scheme or other insurance policy paying periodical disability benefits.

Compensation Table – Weekly Benefits - Illness

Illness resulting in: Payable Condition	Compensation
1. Total disablement (weekly benefit)	As per schedule
2. Partial disablement (weekly benefit)	
If the insured person returns to work in a reduced capacity.	The difference between the compensation for total disablement and the weekly income earned from personal exertion.
If the insured person does not return to work	25% of the compensation for total disablement

Additional Illness Surgical Procedures Capital Benefits

- Any payable condition claimed must occur within 12 months of the date of illness.
- These additional benefits apply only if the insured person is covered for illness weekly benefits.
- Cover under this Additional Benefit applies only if the surgery is undertaken outside of Australia.

Compensation Table – Additional Illness Surgical Procedures Capital Benefits

Surgical Procedures Additional Capital Benefit is \$10,000

Illness resulting in the following surgical procedures: Payable Condition	Compensation as a percentage of the Surgical Procedures Additional Capital Benefit
1. Open heart surgical procedure	100%
2. Brain Surgery	50%
3. Abdominal surgery carried out under general anaesthetic	50%
4. Any other surgery carried out under a general anaesthetic	5%

Rehabilitation Additional Benefit

If an insured person is paid a weekly benefit under any of payable conditions under this section we will also pay for the costs incurred by the insured person for participation in a return to work program if

- (a) we consider the costs reasonable and
 - (b) the insured person's medical practitioner agrees
- up to a maximum of \$5,000 or any other amount stated in the Schedule.

Escalation of Claim Benefit

After payment of the compensation under Section C continuously for twelve months and again after each subsequent period of twelve months during which compensation is paid, we will increase the compensation by 5% compound per annum.

PART 2

Exclusions

Things that are not covered by any part of the policy

We will not pay for any claim under any section of the policy if the claim arises directly or indirectly out of any of the following:

1. War whether declared or not, invasion or civil war.

This exclusion 1. shall not apply to an injury or sickness sustained as a result of hijacking, riot, strike or civil commotion.

2. The use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
3. Intentional self injury or suicide or any attempt at suicide;
4. Flying or other aerial activity unless as a passenger in a properly licensed aircraft;
5. The insured person's criminal or illegal act;
6. Participating in or training for any professional sport;
7. Pregnancy, childbirth or miscarriage.

Provided however, this Exclusion does not apply to an insured person who sustains an injury or illness which necessitates medical treatment of a kind not given as part of a routine treatment for a pregnancy or confinement;

8. Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection. This exclusion does not apply to the Accidental H.I.V. Infection benefit.

Age limit

All cover under this policy will cease at the next renewal date following the insured person attaining the age of 65 years, or such other age as is specified as the age limit in the Placing Schedule.

PART 3

Claims

What you need to know when making a claim

1. If anything happens that is likely to lead to a claim the insured person must:
 - (a) follow medical advice from a legally qualified and registered medical practitioner as soon as possible after sustaining injury or illness;
 - (b) give us notice in writing, by telephone or in person describing the occurrence;
 - (c) tell us promptly;
 - (d) fully complete our claim form and return it to us within 30 days;
 - (e) undergo any medical examination by a doctor appointed by us if we require it; and at your expense provide us with any information about the claim we ask for including
 - (f) doctor's reports;
 - (g) letters and notices you receive from anyone else about your claim.
2. If you or the insured person act fraudulently we can reject the claim altogether and cancel this policy;
3. You and the insured person must give us written notice as soon as possible of every claim, writ, summons or proceedings, including any prosecution or inquest, and all information in regard to matters which may lead to a claim under this policy;
4. As soon as an event that can justify a claim occurs, the insured person must make every endeavour to minimise the loss or damage;
5. In the event of a claim you must advise us of any other insurance you and the insured person have covering the same risk. If you or the insured person can claim from anyone else and we have already paid for the claim, you must render all reasonable assistance to us including but not limited to the proper lodgement of a claim in order that we may obtain a rateable recovery from any other insurer;
6. We have the sole right to make admissions. We may refuse to protect the insured person if you or the insured person if you or the insured person admits fault, makes any offer of payment or defends a claim in court without our consent;
7. We will be entitled to conduct in your name the defence or settlement of any claim or to prosecute in your or the insured person's name;
8. We will pay benefits to you unless you instruct us to do otherwise.

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PLACING SCHEDULE

Attaching to and forming part of Policy No:

The Schedule and Policy wording are to be read together as one contract.

Class of Insurance: Group Personal Accident Insurance Policy

Insured: ACT Chief Minister, Treasury and Economic Development Directorate (Skills Canberra) and/or its/their subsidiary and/or related corporations, as defined in the Corporations Law (including those acquired or incorporated during the Period of Insurance) for their respective rights and interests.

Business: Principally, Funds accredited vocational education and training through Registered Training Organisations (RTO's), including training programs that will enable individuals who are disadvantaged in the labour market to successfully achieve employment or progress to further training pathways and any other occupation incidental thereto.

Period of Insurance: (a) From: 4.00 p.m. on 15 December, 2020
To: 4.00 p.m. on 15 December, 2021
Local standard time.

(b) Any subsequent period for which the Insured has requested and the Insurer has accepted renewal.

Insured Persons / Categories: **A** Work Placement Participants who are enrolled or who have completed their qualification or Course in the previous three months, in an accredited training program funded by ACT Government through the Skilled Capital Training Initiative or Job Trainer Fund.

Category	Capital Benefits	Weekly Benefits - Injury	Weekly Benefits - Illness	Weekly Benefits - Period	Age Limit
A	\$100,000 (limited to \$20,000 for death)	Not Insured	Not Insured	Not Insured	70

Extension Limits: Spouse and Dependent Children Benefit

Surviving Spouse Benefit	\$5,000
Dependant Children Benefit	\$5,000
Maximum	\$25,000
Accidental HIV Infection Benefit	\$25,000

Weekly Injury Benefits

Weekly Benefit Period	Not Insured weeks
Rehabilitation Benefit Injury	\$Not Insured

Weekly Illness Benefit

Weekly Benefit Period	Not Insured weeks
Rehabilitation Benefit Illness	\$Not Insured

Endorsement Limit Variation:

Name of Endorsement	Amount
Domestic Home Help Benefit	\$500 per week
Home Tutorial Benefit	\$500 per week
Non-Medicare Medical Expenses	\$10,000

Aggregate Limits of Liability:

- | | | |
|-----|---|-------------|
| (a) | All claims (except those referred to under (b) below) | \$1,000,000 |
| (b) | All claims relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes | \$Nil |

Policy Form:

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Endorsements:

Endorsements, if applicable, are as specified herein.

Insurer:

This policy is issued by Accident and Health International Underwriting Pty Limited, ABN 26 053 335 952, AFSL 238261, under the authority provided by and on behalf of the insurer, Tokio Marine & Nichido Fire Insurance Co., Ltd, ABN 80 000 438 291, AFSL 246548

Premium:

As agreed

Participation:

100%

Endorsements

This Policy is amended by the following Endorsements, subject to the terms, conditions and exclusions of the Policy except to the extent that the Policy is expressly or necessarily amended by the Endorsements.

If any ambiguity exists between any of the Policy wording, the following Endorsements and the Insurance Contracts Act 1984 (as amended), the interpretation most beneficial to the Insured will prevail.

SCOPE OF COVER - VOLUNTARY WORK OR WORK EXPERIENCE ONLY

This Policy only provides cover if the injury occurs:

- (a) whilst the insured person is performing voluntary work or work experience for the insured or is at the insured's premises or other relevant place or premises for the purpose of carrying out that voluntary work or work experience, both before and after the performance of the work; or
- (b) whilst the insured person is engaged in direct travel between his or her place of abode or place of employment and the place where the voluntary work or work experience takes place.

CANCELLATION

The following clause is added to the policy:

- (a) This policy may be cancelled by you at any time by giving us written notice, in which case we shall retain a pro rata proportion of the premium for the time the policy has been in force.
- (b) We may cancel this policy or any section for any of the reasons set forth in Section 60 of the Insurance Contracts Act (Cth) 1984 by serving on you sixty (60) days' notice in writing in accordance with Section 59 of that Act. We shall retain a pro rata proportion of the premium for the time the policy has been in force.

AHI

Under Part 2 – Exclusions, Exclusion 8 is amended to read as follows and not as stated in the Policy.

Standard Voluntary Workers Endorsements – updated for policies with inception dates of 23 September 2019 onwards.

POLICY DEFINITIONS

The definition of We/Our/Us is amended to read as follows and not as stated in the Policy:

WE/OUR/US means Tokio Marine & Nichido Fire Insurance Co., Ltd, ABN 80 000 438 291, AFS Licence No. 246548 (TMNF), Level 3, 1 Chifley Square, Sydney, New South Wales, 2000, Australia a company duly incorporated under the laws of Australia and registered in New South Wales, Australia.

SECTION A, CAPITAL BENEFITS

Under Section A Capital Benefits the “Disappearance Capital Benefits” clause is amended to read as follows and not as stated in the Policy:

Disappearance Capital Benefits

If during the Period of Insurance an insured person disappears following the disappearance, sinking or wrecking of a conveyance the Insured Person was travelling on, and after twelve calendar months it is reasonable for us to believe that they have died due to that event, we will pay the death benefit accordingly, subject to receipt of a signed undertaking by you that any such compensation shall be refunded if the insured person is later found to be alive.

Under Section A Capital Benefits the following Additional Capital Benefits are deleted in their entirety and do not apply to this Policy.

Spouse and Dependant Children
Benefit Accidental H.I.V. Infection
Benefit

SECTION B, WEEKLY BENEFITS INJURY

Under Section B – Weekly Benefits – Injury the following Additional Benefits are deleted in their entirety and do not apply to this Policy.

Rehabilitation Additional Benefit

PART 2, EXCLUSIONS

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8. Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection.

form of cancer is a Pre-Existing Condition, then there is no cover for cancer or cancer-related conditions.

- ii. a condition caused by a condition or side effect as described in 1. or 2.i. above.

SECTION C, WEEKLY BENEFITS ILLNESS

Where Weekly Benefits – Illness apply, the following amendments are made to the Policy:

Under Section C – Weekly Benefits – Illness, the following Additional Benefits are deleted in their entirety and do not apply to this Policy.

Rehabilitation Additional
Benefit Escalation of
Claim Benefit

ADDITIONAL EXCLUSIONS

No compensation is payable under this Policy for any payable condition resulting from injury or illness which:

1. results from the insured person engaging in or taking part in naval, military or air force service or operations;
2. results from the insured person being under the influence of alcohol or an illegal drug or there is more alcohol or drugs in the insured person's blood than the law permits;
3. results from the insured person directly or indirectly suffering from stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder;
4. results from any Pre-existing Condition (as defined);
5. results from the insured person receiving any payments after the expiry of the excluded period of claim during which the insured person receives sick leave payments;
6. results from any code of football.

PRE-EXISTING CONDITION means:

1. in respect of injury:
a condition with which the insured person was aware of (whether diagnosed or not) or has sought treatment prior to the inception of his or her Policy.
2. in respect of illness:
 - i. a condition or side-effect with which the insured person was aware of (whether diagnosed or not) or has sought treatment prior to the inception of his or her Policy. If any

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Any medical condition that the Insured Person has suffered from or been treated for, irrespective of whether a complete recovery has occurred, is still treated as a Pre-Existing Condition.

NUCLEAR BIOLOGICAL AND CHEMICAL TERRORISM EXCLUSION

We shall not be liable to pay for any claim caused by or directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical or biological terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

1. influence a government or any political division within it for any purpose and/or
2. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

VOLUNTARY WORKERS ENDORSEMENTS

Any insured persons not in receipt of pre-disability earnings may be eligible for one of the following benefits, Domestic Help Benefit OR Student Tutorial Benefit, if they suffer an injury during the Scope of Cover.

DOMESTIC HELP

Any insured persons not in receipt of pre-disability earnings will be paid under Part 1 Section B, Weekly Benefit Injury, Payable Condition 1, Total Disablement, for the cost of hiring domestic help and/or child-minding services reasonably and necessarily incurred provided that:

1. Such child-minding services and domestic help are carried out by persons other than members of the insured person's family or other relatives or person's permanently living with the insured person.
2. Such child-minding services and domestic help is certified by a legally qualified medical practitioner as being necessary for the recovery of the insured person payable from the 8th day of treatment by a legally qualified medical practitioner.

The compensation payable for emergency home help shall be limited to \$500 per week payable for an aggregate period of 26 weeks.

OR

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STUDENT TUTORIAL BENEFITS

Student insured persons not in receipt of pre-disability earnings are entitled to reimbursement of student tutorial fees under Part 1 Section B, Weekly Benefit Injury, Payable Condition 1, Total Disablement, provided that:

1. such fees are paid to a professionally qualified tutor who continues teaching the student during the period in disability;
2. such fees must be certified by a legally qualified medical practitioner.

The compensation payable for student tutorial benefits shall be limited to \$500 per week payable for an aggregate period of 26 weeks.

PERMANENT TOTAL DISABLEMENT AMENDMENT

Part 1, Section A, Capital Benefits, Capital Benefit No 2, Permanent Total Disablement and No 3 Permanent Disability not otherwise provided, is deleted in respect of non-income earners and insured persons over the age of 65.

MEDICAL EXPENSES

If an insured person suffers an injury during the Period of Insurance and whilst engaged on authorised activities, we will pay the cost of the following expenses, provided they are incurred within twelve (12) months of the injury, being expenses paid to a legally qualified medical practitioner, nurse, hospital or ambulance service for medical, surgical, x-ray, hospital or nursing treatment, including the cost of medical supplies and ambulance hire, but excluding the cost of dental treatment unless such treatment is necessarily incurred to teeth (excluding dentures) and is caused by injury, provided that we shall not be liable to make any refund in respect of:

1. any expenses recoverable by the insured person from any other source except for the excess of the amount recoverable from such other source.
2. the rendering in Australia of a professional service for which Medicare benefit is, or would but for subsection 18(4) of the Health Insurance Act 1973 be payable.
3. any expenses to which section 67 of the National Health Act 1953 (as amended) or any of the regulations made thereunder apply.

Compensation for medical expenses shall be limited to 85% of expense incurred up to a total of \$1,000 and we will not be liable for the first fifty (\$50) dollars of each and every claim.