



Coverholder at **LLOYD'S**

**GROUP JOURNEY ACCIDENT INSURANCE**



**Product Disclosure Statement & Policy Wording**  
(EDGE-GROUP-JOURNEY-20210601)



# Product Disclosure Statement (PDS)

## Group Journey Accident Insurance

### Purpose of this PDS

This Product Disclosure Statement (PDS) contains important information as per the requirements of the Corporations Act 2001 (Cth) and has been prepared to assist you to:

- Decide whether this product will meet your needs; and
- Compare this product with any other products you may be considering.

This PDS sets out significant benefits and risks of the policy. It is designed to help you decide if the cover is right for you. Any advice is of a general nature and does not take into account your individual needs and circumstances. For full details of the benefits, limitations, exclusions, terms and conditions you should read the insurance policy document carefully.

### The Issuer

This product is issued by:

Edge Underwriting Pty Ltd (Edge) (ABN 50 150 700 468) (AFS licence No. 407682)

19 Howard St Perth WA 6000

under authority from certain underwriters at Lloyds, who underwrites the policy.

### Privacy

Edge is committed to the protection of your privacy and is bound by the Australian Privacy Principles for the handling of your information. Edge's Privacy Policy can be viewed online by visiting our website ([edgeunderwriting.com.au](http://edgeunderwriting.com.au)).

### Your Duty of Disclosure

#### New eligible contracts of insurance

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

#### **If you do not tell us something**

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

#### Renewal of eligible contracts of insurance

Before you renew this contract of insurance, you have a duty of disclosure under the Insurance Contracts Act 1984.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You have this duty until we agree to renew the contract.

#### **If you do not tell us something**

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.



## Cooling Off Period

You will be entitled to a refund of all premiums paid for cover under the insurance policy if you request cancellation of the insurance policy within 30 days of its commencement. You must advise us in writing and return the Certificate of Insurance and any certificate of currency issued. You will not receive a refund if you have made a claim under the insurance policy during the cooling off period.

## How to apply for this insurance

When you apply for insurance you will need to give your insurance broker information about you and your circumstances. The information your insurance broker will need to give us is contained on our website. If your application is accepted, and when payment has been made, we will issue your insurance broker with a Certificate of Insurance confirming the cover that is in place.

## Excesses

An excess period applies to this insurance. The excess period is the period (of consecutive days) stated in the Certificate during which no benefits are payable for Temporary Total or Partial Disablement, commencing on the day medical treatment is sought for Injury or Sickness.

Unless stated otherwise in the Certificate, a 7 day excess will apply to all weekly benefit claims.

## Significant Benefits and Features of the Insurance Policy

- Provides cover whilst an insured person is engaged in a direct journey between the bounds of the workers normal residence and place of employment for the purposes of starting or ending their day's work.
- No age limit applies to death or weekly benefits.
- Can cover all nominated employees of the Insured Company.
- Includes lump sum death and disablement benefits resulting from an insured Injury.
- Includes weekly disablement benefits resulting from an insured Injury.
- Includes benefits for fractured bones and damaged teeth
- Provides a range of Lifestyle Protection Benefits and Corporate Protection benefits as stated in the policy.
- Benefits are payable for a maximum period of 104 weeks, or as specified in the Certificate.

## Significant Risks / Exclusions

Claims may be refused in certain circumstances. Refer to the policy wording for full details of terms, conditions and exclusions.

We do not cover benefits, loss, costs or expenses arising out any:

- Pre-Existing Condition.
- deliberate self inflicted or intentionally caused by the Insured Person.
- Insured Person being under the influence of intoxicating liquor or drugs.
- criminal act committed by the Insured Person or a beneficiary of their benefits under this insurance.
- air travel or aerial activities except as a passenger in a properly licensed aircraft.
- claim that would result in us contravening any workers compensation legislation, transport accident legislation, Medicare or private health insurance laws or regulations in Australia.
- condition such as neurosis, psycho-neurosis, mental, emotional, stress, depression or anxiety condition disease or disorder or similar condition or any condition which is a consequence of the treatment of these conditions.
- claim attributable to childbirth or pregnancy or the complications of these.
- Participation in professional sports
- war or warlike operations, terrorism or revolution.
- use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.

No Weekly Benefits are payable:

- For disablement during the Excess Period stated in the Certificate.
- If the Insured Person does not actively and continuously pursue all benefits or compensation from all other



sources, except sick leave entitlements for the period the Insured Person receives sick leave payments by the employer.

Benefits will cease to be paid to an Insured Person if:

- They accept early retirement or voluntary redundancy except if it is a direct consequence of disablement which is a current accepted claim.
- They reach age 75 (other than for death or weekly benefits).

Cover under the Insurance will cease in respect of an Insured Person if:

- They retire or stop actively seeking work.
- They terminate the relationship with the Insured which made them eligible for cover under this insurance
- They die.

Emergency Transport Expense does not provide cover for ambulance expenses incurred in the Commonwealth of Australia or for any other expenses prevented by the Health Act or similar legislation.

## **Overdue Premium**

The premium for this insurance must be paid by the due date otherwise the Policy may not operate.

## **Costs**

The premium payable by you will be shown on the Certificate. It takes into consideration the estimated number of employees to be covered, the estimated amount of wages payable, previous claims experience, and the activities being undertaken. Wages includes all penalty payments, overtime, commission, all allowances (eg. site, tools, meals, travel, etc.) as well as superannuation and redundancy costs.

Premiums are subject to Commonwealth and State taxes and/or charges where applicable. They can include Goods and Services Tax, Stamp Duty, and any other charges that we advise you. We will tell you when they apply.

Premiums are adjusted at the end of the period of insurance based on the difference between the estimated number of employees and estimated amount of wages payable and the actual number of employees and actual wages paid.

## **Taxation**

Premiums may be tax deductible where you purchase your insurance policy for business purposes. This tax information is a general statement only. See your tax adviser for information about your personal circumstances.

## **General Insurance Code of Practice, Complaints and Disputes**

### **General Insurance Code of Practice**

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au)

### **Complaints and disputes**

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact:



Corporate Services Network ("CSN")

**Mail:** GPO Box 4276 Sydney NSW 2001  
**Phone:** +61 2 8256 1770  
**Fax:** +61 2 8256 1775  
**Email:** [claims@csnet.com.au](mailto:claims@csnet.com.au)

*All other matters*  
Complaints Officer  
Edge Underwriting  
[info@edgeunderwriting-com-au](mailto:info@edgeunderwriting-com-au)  
08 9420 7900

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited  
Email: [ldraustralia@loyds.com](mailto:ldraustralia@loyds.com)  
Telephone: (02) 8298 0783  
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

*Lloyd's Underwriters' General Representative in Australia  
Suite 1603  
Level 16  
1 Macquarie Place  
Sydney NSW 2000*

who has authority to accept service on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to your insurance broker who will send to:



Corporate Services Network ("CSN")

**Mail:** GPO Box 4276 Sydney NSW 2001

**Phone:** +61 2 8256 1770

**Fax:** +61 2 8256 1775

**Email:** [claims@csnet.com.au](mailto:claims@csnet.com.au)

## Cyber Risks Endorsement (Personal Accident only)

Any benefits for **Injury** caused by or arising out of a **Cyber Act** or a **Cyber Incident** are payable, subject to the terms, conditions, limitations and exclusions of this policy.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

**Cyber Incident** means:

- 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

LMA5422

28 February 2020

### How to Contact Us

If you have any questions or would like further information about this policy or the PDS you may contact us by writing to us at:

Edge Underwriting Pty Ltd

19 Howard Street

Perth. WA. 6000.

Phone (08) 9420 7900

[info@edgeunderwriting.com.au](mailto:info@edgeunderwriting.com.au)



## Policy Wording

### Group Journey Accident Insurance

#### General Definitions

For the purpose of the Policy, the following important general definitions apply when used in all sections of this Policy Wording. Any word or expression to which a specific meaning has been given in any part of this Policy shall bear this meaning wherever it may appear capitalised;

**ACCIDENT** means a sudden, violent, external and identifiable event that occurs during the Period of Insurance and which results solely, directly and independently of any other cause in an Injury that is unforeseen by the Insured Person.

**ACCIDENTAL DEATH** means the death of an Insured Person as a result of an Accident.

**CERTIFICATE OF INSURANCE** means the Certificate of Insurance attaching to and forming part of the Policy or any subsequently substituted Certificate of Insurance.

**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, including armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.

**COMPLETE FRACTURE** means a fracture in which the bone is broken completely across and no connection is left between the pieces.

**DIRECT TRAVEL** means travel to and from the Insured Person's normal residence or normal place of employment and will include any minor deviations or interruptions which in no way increase the risk of bodily injury that would have normally arisen if the insured person travelled direct.

**EARNINGS** means:

1. if an employee, the Insured Person's average weekly "Ordinary Times Earning" (before personal deductions and income tax) plus overtime, received from the Insured.

In all cases Benefits are limited to the lesser of the following:

- a. the Insured Person's Earnings averaged over the number of weeks so engaged during the 14 weeks immediately preceding the date of disablement giving rise to claim;

- b. the average weekly Earnings of the Insured Person, received from the Insured upon which the premium for this Period of Insurance has been, will be or would have been calculated;
- c. the average weekly Earnings of the Insured Person that would have been received from the Insured during the period of disablement had such disablement or any subsequent termination of employment, not occurred.

2. if not an employee, the gross weekly income derived from the personal exertion of the Insured Person in their usual occupation, after deducting any expenses necessarily incurred in deriving that income averaged over the number of weeks so engaged during the twelve (12) months immediately preceding the date disablement giving rise to claim.

**EMPLOYEE** means any person in the Insured's service including any directors. Employee also includes any consultant, contractor, sub-contractor and/or self-employed person undertaking work on the Insured's behalf if stated as being included as Insured Persons on the Certificate of Insurance.

**EXCESS PERIOD** is the period (of consecutive days) stated in the Certificate during which no Benefits are payable for Temporary Total or Partial Disablement, commencing on the day medical treatment is sought for Injury or Sickness.

**HAIRLINE FRACTURE** means mere cracks in the bone.

**INJURY** means an identifiable physical bodily injury resulting from an Accident and which results in Temporary Total Disablement or Temporary Partial Disablement or any of the Conditions set out in the Table of Conditions within 12 months of the date thereof. Injury does not include:

- a. any consequences of an Injury that are ordinarily described as being a Sickness, illness or disease;
- b. an aggravation of a pre-existing Injury condition as defined;
- c. any degenerative condition

**INSURED, YOU, YOUR** means the Insured named in the Certificate of Insurance.



**INSURED PERSON** means the Insured Person named or described in the Certificate of Insurance.

**JOURNEY** means the Direct Travel for the purpose of attending or returning from work, including but not limited to travel undertaken during lunch time and meal breaks, subject to any specification stated in the Certificate of Insurance. A Journey does not include any travel outside of Australia.

**LOSS OF USE** means loss of, by physical severance, or total and permanent loss of the effective use of the part of the body referred to in the Table of Conditions.

**ORDINARY TIME EARNINGS** means the actual ordinary hourly rate of pay the employee receives for ordinary hours of work exclusive of bonuses, commission, overtime payments and any allowances.

**PERIOD OF INSURANCE** means: In respect of the Insured, the period stated in the current Certificate of Insurance. In respect of an Insured Person, the period from the Effective Date of Individual Cover to the end of the Period of Insurance stated in the Certificate.

**PERMANENT TOTAL DISABLEMENT** means disablement resulting from an Injury and which has lasted for at least twelve (12) months from the date of such Injury and which thereafter is beyond hope of improvement and which entirely prevents the Insured Person from carrying on their usual occupation or business.

**PRE-EXISTING CONDITION** means any medical condition, side-effect or symptoms of a condition which the Insured Person was aware of or for which the Insured Person has received medical attention, sought or received treatment, undergone tests or taken prescribed medication.

Pre-existing conditions also include any chronic, congenital or degenerative conditions diagnosed and known to the Insured Person at the Effective Date of Individual Cover under this Insurance, whether being treated or not.

In the case of medical conditions contributed to or aggravated by such Pre-Existing Conditions, the Weekly Benefit amount and/or the period of disablement will be decreased by the same proportion which in the view of an independent qualified medical practitioner the pre-existing condition contributed to or aggravated the new condition.

**SICKNESS** means illness or disease of the Insured Person which declares itself during the Period of Insurance and which results in Temporary Total Disablement or Temporary Partial Disablement within 12 months after declaring itself.

**TEMPORARY TOTAL DISABLEMENT** means:

- a. while the Insured Person continues to be employed, disablement that either entirely prevents the Insured Person from engaging in their usual occupation or business or prevents the Insured Person from performing at least one of the duties of their occupation that they must be able to perform to earn their income; or
- b. If the Insured Person ceases to be employed or is not employed; disablement which entirely prevents the Insured Person from engaging in any occupation for which they may be suited by way of their education, training or experience.

In both instances the Insured Person must be under the regular care of and acting in accordance with the instructions or professional advice from a registered and legally qualified medical practitioner.

**TEMPORARY PARTIAL DISABLEMENT** means disablement which entirely prevents the Insured Person from carrying out a substantial part of the duties normally undertaken in connection with their usual occupation or business and which results in their earnings being reduced by at least 25%, and is under the regular care of and acting in accordance with the instructions or professional advice from a registered and legally qualified medical practitioner.

**WE, US, OUR, UNDERWRITER** means the insurance company named in the Certificate of Insurance and/or Edge Underwriting Pty Ltd.





## Extent of Cover

In the event an Insured Person suffers an Injury as a direct result of an Accident, we will pay corresponding amounts shown in the Table of Conditions below where:

1. the Injury occurs during a Journey;
2. the Injury occurs within 12 months of the Accident;
3. the Injury occurs after the Insured Person's Effective Date of Individual Cover; and

| Table of Conditions        |                               |   |
|----------------------------|-------------------------------|---|
| Section A. Weekly Benefits |                               |   |
| The Condition              | The Benefit                   |   |
| 1.1                        | Temporary Total Disablement   | For each week of Temporary Total Disablement, the Weekly Benefit stated in the Certificate of Insurance or the percentage of the Insured Person's Earnings stated in the Certificate of Insurance (whichever is the lesser) payable for up to the maximum benefit period stated in the Certificate of Insurance.  |
| 1.2                        | Temporary Partial Disablement | For each week of Temporary Partial Disablement, the difference between the Insured Person's Temporary Total Disablement benefit as stated in Section A 1.1 above and the amount the Insured Person is earning as a direct result of Temporary Partial Disablement, payable up to the maximum benefit period stated in the Certificate of Insurance when combined with any benefit paid for the same condition under Section A. 1.1 above. |

| Table of Conditions   |   |  |
|---|---|--|
| Section B. Lump Sum Benefits                                      |   |  |
| The Condition   | The Benefit   |  |
|   | The percentage of Lump Sum Insured stated in the Certificate of Insurance as follows: |  |
| 2. Accidental Death   | 100%  |  |
| 3. Permanent Total Disablement                                    | 100%  |  |
| 4. Permanent and incurable paralysis of all limbs                 | 100%  |  |
| 5. Permanent Total Loss of sight of both eyes                     | 100%  |  |
| 6. Permanent Total Loss of sight of one eye                       | 100%  |  |
| 7. Permanent Total Loss of use of two limbs                       | 100%  |  |
| 8. Permanent Total Loss of use of one limb                        | 100%  |  |
| 9. Permanent and incurable insanity.                              | 100%  |  |
| 10. Permanent Total Loss of hearing in                            |   |  |
| (a) both ears   | 80%   |  |
| (b) one ear   | 20%   |  |
| 11. Permanent Total loss of the lens of one eye                   | 60%   |  |
| 12. Permanent Total Loss of four fingers and thumb of either hand | 70%   |  |
| 13. Permanent Total Loss of four fingers of either hand           | 50%   |  |
| 14. Permanent Total Loss of use of one thumb of either hand       |   |  |
| (a) both joints   | 30%   |  |
| (b) one joint   | 15%   |  |
| 15. Permanent Total Loss of use of fingers of either hand         |   |  |
| (a) three joints  | 10%   |  |
| (b) two joints  | 7.5%  |  |
| (c) one joint   | 5%  |  |



|  |      |
|--|------|
| 16. Permanent Total Loss of use of toes of either foot |      |
| (a) all -one foot                                      | 15%  |
| (b) great -both joints                                 | 5%   |
| (c) great -one joint                                   | 3%   |
| (d) other than great, each one                         | 1%   |
| 17. Shortening of leg by at least 5cm                  | 7.5% |

| <b>Table of Conditions</b>  |   |
|---|---|
| <b>Section C. Fractured Bones Benefits</b>  |   |
| <b>The Condition</b>  | <b>The Benefit</b>  |
|   | The percentage of Lump Sum Insured stated in the Certificate of Insurance as follows: |
| 18 Complete Fracture of the neck, skull or spine  | 100%  |
| 19. Complete Fracture of the hip or pelvis  | 75%   |
| 20. Complete Fracture of the shoulder or shoulder blade                                   | 50%   |
| 21. Collarbone or upper leg or simple, hairline or other fracture of neck, skull or spine | 30%   |
| 22. Upper arm, forearm, elbow or kneecap  | 25%   |
| 23. Lower leg, jaw, wrist, cheek, ankle, hand or foot                                     | 20%   |
| 24. Leg or patella with established non union   | 10%   |
| 25. Rib(s)  | 10%   |
| 26. Finger, thumb or toe  | 7.5%  |

| <b>Table of Conditions</b>                              |   |
|---|---|
| <b>Section D. Dental Benefits</b>                       |   |
| <b>The Condition</b>                                    | <b>The Benefit</b>  |
|   | The percentage of Lump Sum Insured stated in the Certificate of Insurance as follows: |
| 27. Loss of Teeth resulting in prosthetic replacement   | 100%  |
| 28. Damage to Teeth resulting in prosthetic restoration | 50%   |



## Additional Benefits

### Disappearance

If during the Period of Insurance while on an insured Journey, the Insured Person disappears following the disappearance, sinking or wrecking of a conveyance in which the Insured Person was travelling and the body has not been found within 52 weeks after the date of disappearance, the Insurer will pay 100% of the Lump Sum Insured stated in the Certificate of Insurance.

### Emergency Transport Expense

If an Insured Person and/or their Immediate Direct Family suffer a serious Injury or Sickness necessitating emergency medical care, the Insurers will pay the cost of the associated emergency transport to the nearest medical facility.

Immediate Direct Family is defined as the Insured Person's spouse (including defacto) and/or dependent children who permanently live with the Insured Person.

No cover is provided under this Additional Benefit for ambulance expenses incurred in the Commonwealth of Australia or for any other expenses prevented by the Health Act or similar legislation.

The maximum benefit payable under this Additional Benefit for any one claim is \$5,000.

### Escalation

Whenever a Temporary Total Disablement Benefit has been paid continuously for 52 weeks, the weekly benefit will be increased from the expiration of the 52nd week for as long as the benefit continues to be payable (up to a total maximum period of 104 weeks) without interruption by 5%.

### Exposure

If as a result of an Injury occurring during the Period of Insurance the Insured Person is exposed to the elements and suffers from any of the Conditions set out in the Table of Conditions as a direct result of that exposure, the Insurers will pay Benefits accordingly.

### Rehabilitation and Return to Work Assistance

In the event of Temporary Total Disablement or Temporary Partial Disablement as a result of an Injury, assistance is available in such areas as arranging counselling, advice from an approved vocational school, a family counsellor, professional assistance, necessary special equipment or treatment or modifications to the home or workplace. Such expense must be as a direct result of the Injury, not recoverable from any other source, have the prior approval by the Insurers and be deemed necessary to aid the return to work by the treating medical practitioner or the professional rehabilitation coordinator.

The maximum payable under this Additional Benefit for any one claim is \$5,000.

### Takeover Provisions

For an Insured Person who was covered by this Insurance on the commencement date of the period of insurance and was covered at the expiry date by an insurance policy which this Insurance replaces, cover is extended to include any Pre Existing Condition (other than a terminal Pre Existing Condition) which would have been covered under the previous insurance.

### Transportation Assistance

In the event of Temporary Partial Disablement as a result of an Injury, and in the event that an Insured Person requires transportation assistance in order to get to and from their usual place of employment due to their Injury, the Insurer will refund upon receipt of tax invoices, reasonable actual transport costs to a maximum amount of \$25 per day for a maximum period of 12 weeks.

Transportation assistance must be provided by a licensed public transportation provider, such as a taxi, bus, train, tram, ferry operator or the like. The provider of the transportation cannot be someone who is either related to, or lives with the Insured Person.

### Upfront Payment

In the event of Temporary Total Disablement as a result of an Injury and upon receipt of proper medical evidence from a doctor certifying that the total period of Temporary Total Disablement will be a minimum of 26 weeks, the Insurer will immediately pay 12 weeks benefits as provided stated in the Certificate of Insurance.



## Exclusions

There is no cover under this insurance for any Conditions resulting from Injury or Sickness caused or contributed to by the following causes:

### Certain Conditions

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

### Criminal Act

A criminal act committed by the Insured Person or a beneficiary of their Benefits under this Insurance.

### Mental Health

A condition, state, disease or disorder of the mind or a Condition which is directly linked to the treatment of any condition, state, disease or disorder of the mind.

### Nuclear/Radioactive

Any nuclear reaction, nuclear radiation or radioactive contamination.

### Nuclear/Chemical/Biological Terrorism

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused by or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Underwriters allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

### Pre-Existing Condition

A Pre-Existing Condition as defined.

### Pregnancy or Childbirth

Pregnancy or childbirth or the complications of pregnancy or childbirth.

### Professional Sports

Engaging in or taking part in or training for sports as a professional (where the majority of the person's income is derived directly or indirectly from the sport).

### Sanction Limitation And Exclusion Clause LMA3100

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### Self Harm

Deliberate self-inflicted or intentional acts by the Insured Person.

### Unchartered Aircraft

Engaging in air travel or aerial activities except as a passenger in any properly licensed aircraft.

### Under the Influence

The Insured Person who is operating a vehicle with a blood alcohol concentration (BAC) of 0.05 or higher or who is charged with refusal to undergo a breathalyser test or is under the influence of an illegal or unlawful drug, other than a drug taken or administered by or in accordance with the advice of a duly qualified medical practitioner.

### War

War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection or military or usurped power.



## General Conditions

### Aggregate Limit of Liability

The Insurers total liability for all claims arising under this Insurance from any one event during the Period of Insurance shall not exceed the Aggregate Limit of Liability stated in the Certificate. In the event that claims made under this Insurance exceed the Aggregate Limit of Liability, then the amount by which claims exceed this limit will be proportionally reduced.

### Benefit Payment Calculation and Payment Frequency

All Weekly Benefits are paid monthly in arrears. Benefits are calculated using one-seventh (1/7th) of the Weekly Benefit multiplied by each day of Disablement.

### Breach of Condition

If there is a breach of any of the Conditions of this Insurance, the Underwriters shall be entitled to exercise rights permitted by the Insurance Contract Act. However a breach by an individual Insured Person will not affect the cover or claims of other Insured Persons.

### Cancellation of Insurance by Insured

The Insured may cancel the cover under this insurance by giving written notice to Edge Underwriting Pty Ltd. A pro-rata portion of premium in respect of the unexpired period of the Insurance less a short-term-policy fee determined by the Underwriter will be refunded. No refund will be given if there has been a claim under this insurance. No refund will be given on covers that are subject to "Minimum and Deposit" Premiums.

### Cancellation of Insurance by Insurer

The Insurers may cancel the cover under this Insurance for an individual Insured Person in any of the circumstances set out in the Insurance Contracts Act 1984. If cancelled by the Insurers, they shall return a pro rata portion of premium in respect of the unexpired period of the Insurance.

### Cover Ceases

Cover under this Insurance will cease in respect of an Insured Person if:

- their premium payment is not made within 30 days from the date due other than as a result of inadvertent error on the part of the Insured;
- they are paid Weekly Benefits for the maximum period stated in the Certificate or 100% of the Lump Sum Insured Benefit;

- the Insured Person retires or stops actively seeking work;
- the Insured Person terminates the relationship with the Insured which made them eligible for cover under this insurance. Cover will cease at the time they depart from work on the last day of employment with the Insured. Employment ceasing includes situations where the Insured Person does not have a guaranteed and identifiable date to recommence work with the Insured within the next 7 days. If the Insured Person has a guaranteed and identifiable date to recommence work, within the next 7 days then this cover will continue uninterrupted. If the period is greater than 7 days then the cover ceases and may recommence when they resume work;
- the Insured Person dies;
- the Insured Person reaches the age of 76. This age restriction does not apply to Benefits 1.1, 1.2 and 2.

Benefits shall cease to be paid to an Insured Person under this Insurance, if that Insured Person:

- becomes entitled to the payment of Weekly Benefits for the maximum period stated in the Certificate;
- becomes entitled to the Lump Sum Benefit and they are paid a 100% of the Lump Sum Insured stated in the Certificate;
- accepts early retirement or voluntary redundancy except if it is as a direct consequence of disablement which is a current, accepted claim under this Insurance;
- dies, other than if Condition 2 under Section B, "Lump Sum Benefits", of this policy is applicable;
- reaches the age of 76. This age restriction does not apply to Benefits 1.1., 1.2. and 2.;
- is engaged in gainful work or occupation except if the work or occupation existed prior to the disablement and it is not related to or replacing the work for which benefits are being claimed under this Insurance;
- returns to normal work or duties, or is cleared by the medical practitioner to return to normal work or duties whether such work is available or not.

### Excess Period

No Weekly Benefits shall be payable for Disablement during the Excess Period stated in the Certificate.



## **Fraudulent Claims**

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of the Insured, the Underwriters, without prejudice to any other right(s) they might have under this Policy, shall be entitled to refuse to pay such claim.

## **Medical Advice**

No Benefits are payable unless as soon as possible after the happening of any Injury or Sickness the Insured Person obtains, follows and continues to follow medical advice from a qualified medical practitioner. Benefit payments will cease if the Insured Person stops following medical advice or refuses or delays medical treatment (other than experimental treatment), which in the opinion of an independent medical practitioner could reduce the period of disablement.

## **Medical Examination**

The Insurers may at their own expense conduct any medical examination or examinations or arrange for an autopsy to be carried out.

## **Multiple Conditions**

Benefits shall not be payable for more than one of the Conditions B2 to D28 in respect of the same Condition, in which case the highest Benefits will be payable.

Any Benefits payable for Conditions B2 to D28 shall be reduced by any sum already paid for Condition A1 or A2 in respect of the same Injury.

## **Other Benefits**

Weekly Benefits will be reduced by 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. If the Insured Person surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or in part), the total amount of Benefits under this Insurance will reduce by the amount of payment to which the Insured Person would have been entitled or had the right to claim Benefits or entitlements received from other sources after Weekly Benefits have been paid under this Insurance must be refunded by the Insured Person to the Underwriters.

No Weekly Benefits will be paid if the Insured Person does not actively and continuously pursue all benefits or compensation from all other sources except sick leave entitlements.

## **Reasonable assistance with Claims**

In the event of a claim arising under this Insurance immediate notice should be given to Cunningham Lindsey Pty Ltd. Insurers will not be liable to make any payment under this Insurance unless the claim form is properly completed and all information reasonably required by the Insurers has been furnished at the expense of the Insured Person.

## **Recurrence**

If the Insured Person suffers a recurrence of an Injury or Sickness while this Insurance is still in force for which they have claimed Temporary Total Disablement benefits, the recurrence shall be treated as the same claim unless there has been a period exceeding 6 months since they were last disabled and unable to attend their usual occupation, business or duties.

## **Several Liability**

The liability of Underwriters is several and not joint and is limited solely to the extent of their individual proportions as shown in the attached table. The Underwriters are not responsible for the subscription of any co-subscribing underwriter or any other Insurer or Co-Insurer who for any reason does not satisfy all or part of its obligation.

## **Sick Leave**

No Weekly Benefits will be paid for the period the Insured Person receives sick leave payments by their employer. The Insured Person is not required to exhaust sick leave entitlements prior to claiming under this insurance.

## **Subrogation**

In the event of any payment under this Policy, Underwriters shall be subrogated to all of the Insured's rights and the rights of an Insured Person to recovery against any person or entity other than another Insured or Insured Person protected by this Policy, and the Insured and the Insured Person must execute and deliver any instruments and papers and do whatever else is necessary to enable Underwriters to secure such rights. Neither the Insured nor the Insured Person shall take action after any loss which will prejudice our rights to subrogation.