



**GROUP PERSONAL ACCIDENT AND SICKNESS
PRODUCT DISCLOSURE STATEMENT & POLICY WORDING
*FOR POLICY HOLDERS WITH CFMEU (WA) AGREEMENTS***

Wording number
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Product Disclosure Statement (PDS)

Group Personal Accident & Sickness 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 Street Perth WA 6000

as cover holder under an authority from various underwriters at Lloyd's ("the Insurer"), who underwrite the policy. In arranging this insurance Edge is acting as cover holder under a binder agreement and as an agent of the Insurer.

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).

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 Schedule 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 Schedule 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 Schedule, a 7 day excess will apply to Injury and Sickness claims, and a 28 day excess will apply to sporting injury claims.

Significant Benefits and Features of the Insurance Policy

- Provides worldwide cover for Injury and Sickness 24 hours a day, 7 days a week.
- Can cover all nominated employees of the Insured Company.
- Includes lump sum and weekly death and disablement benefits as a result of Injury.
- Includes weekly disablement benefits as a result of Sickness
- Includes lump sum and weekly benefits for disablement and/or Sickness as a result of exposure to the elements as a result of an Injury.
- Provides rehabilitation and return to work assistance.
- Includes cover for disappearance.
- Provides escalation benefits in respect of disablement, where a Temporary Total Disablement Benefit has been paid continuously for 12 months.
- Covers funeral expenses and associated costs limited to \$10,000 where an Insured person dies as a result of an Injury.
- Covers overseas Emergency Transport Expenses for the Insured Person, their spouse or dependent children still living at home, for serious injury or sickness necessitating emergency medical care limited to \$5,000.
- Benefits are payable for period a maximum period of 104 weeks, as specified in the Schedule.

Significant Risks / Exclusions

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

No Benefits are payable where Injury or Sickness:

- Is a Pre-Existing Condition.
- Is deliberately self inflicted or intentionally caused by the Insured Person.
- Is caused by the Insured Person being under the influence of intoxicating liquor or drugs.
- Results from a criminal act committed by the Insured Person or a beneficiary of their benefits under this insurance.
- Results from engaging in air travel or aerial activities except as a passenger in a properly licensed aircraft.
- Results from engaging in, taking part, or training for sports as a professional (where the majority of the person's income is derived directly or indirectly from the sport).
- Is a sexually transmitted disease, A.I.D.S or H.I.V infection.
- Results in any 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, unless the person is being treated by or has been referred to an appropriate specialist.

- Is attributable to childbirth or pregnancy or the complications of these.
- Occurs as a result of war or warlike operations, terrorism or revolution.
- Occurs as a result of the 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.

Weekly benefits are reduced by any other benefits or compensation the Insured person is entitled to receive or entitled to claim for lost income from any other source as a result of the same condition.

No Weekly Benefits are payable:

- For disablement during the Excess Period stated in the Schedule.
- 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 70.

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.
- They reach age 70.

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 Schedule. 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.

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

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:

Claims matters

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

All other matters

Complaints Officer

Edge Underwriting

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@lloyds.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

Post: GPO Box 3 Melbourne VIC 3001

Website: 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

LMA5544

17 May 2021

Fraudulent Claims

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Assured or anyone acting on the Assured'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 Assured, the Underwriters, without prejudice to any other right(s) they might have under this Policy, shall be entitled to refuse to pay such claim.

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

The Wentworth Building

300 Murray Street, Level 2 East

Perth WA 6000

Phone (08) 9420 7900

info@edgeunderwriting.com.au

Group Personal Accident & Sickness Insurance Policy

Words WITH special meaning in this policy

For the purpose of this Insurance, the following important definitions apply:

"ACCIDENT" means a sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place during the period of Insurance and independently of all other causes, results directly immediately and solely in physical bodily Injury.

"DECLARES ITSELF" means when the Insured Person first becomes aware of any sign or symptom directly or indirectly related to the Sickness forming the basis of the claim or when the Insured Person first receives medical advice or treatment for the Sickness, whichever occurs first.

"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.

"EFFECTIVE DATE OF INDIVIDUAL COVER" means for each Insured Person the latter of the commencement of the Period of Insurance stated in the Schedule or the time they arrive for work on the first day of employment with the

Insured.

Cover continues on a 24 hour a day basis for as long as they are employed by the Insured, provided this insurance is still in force and the premiums in respect to that Insured Person are being paid, until cover ceases as set out in the General Conditions.

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

"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 and/or the Insured Person named in the Schedule.

"INSURED PERSON" means the Insured Person named or described in the Schedule.

"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 including, but not limited to, superannuation and redundancy fund allowance, tool allowance, industry allowance, trade allowances, shift loading, special rates, qualification allowances (e.g. first aid, laser safety officer), multi-story allowance, site allowance, asbestos eradication allowance, leading hand allowances, in charge of plant allowance, supervisory allowances and all other allowances applicable. Ordinary Time Earnings includes the base hourly rate of pay as set out in Schedule 2 of the Enterprise Bargaining Agreement plus all-purpose allowances and any regular over Award payments as well as casual rates and any additional rates and allowances paid for work undertaken during ordinary hours of work, including fares and travel.

"PERIOD OF INSURANCE" means: In respect of the Insured, the period stated in the current Schedule. 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 Schedule.

"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:

- a. any medical condition, side-effect or symptoms of a condition which the Insured Person was aware of and for which the Insured Person has received medical attention, sought or received treatment, undergone tests or taken prescribed medication for in the six (6) month prior to that Insured Person's Effective Date of Individual Cover under this Insurance.
- b. any chronic, congenital or degenerative condition. This applies even if the chronic, congenital or degenerative condition was unknown to the Insured Person at the Effective Date of Individual Cover under this Insurance.

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.

"SCHEDULE" means the Schedule attaching to and forming part of this policy.

"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.

"TEMPORARY PARTIAL DISABLEMENT BENEFIT" is the difference between the Insured Person's Temporary Total Disablement Benefit and the amount the Insured Person is earning as a direct result of Temporary Partial Disablement. If the Insured Person is cleared to return to other than normal duties/hours but such work is not available or not taken up then the Temporary Partial Disablement Benefit will be calculated as if such work was available.

"WE", "US", "OUR", "INSURER", "UNDERWRITER" means the insurance company named in the Schedule.

Extent of Cover

This Insurance applies to the Insured Persons named or described in the Schedule and is limited those activities which fall within the scope of cover detailed in the Schedule and not otherwise excluded.

If,

1. as a direct and sole result of **Injury**, the Insured Person suffers Temporary Total Disablement or Temporary Partial Disablement or any of the Conditions set out in the Table of Conditions; or
2. as a direct and sole result of **Sickness**, the Insured Person suffers Temporary Total Disablement or Temporary Partial Disablement;

the Insurers will pay the Policy Benefit described in the Table of Conditions and any Additional Benefits listed.

However, Disablement must occur within twelve (12) months of the date of the accident giving rise to the Injury or of the date the Sickness Declared Itself (as the case may be).

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

Table of Conditions (continued)	
Section B. Lump Sum Benefits	
The Condition	The Benefit
As a result of Injury only	The percentage of Lump Sum Insured stated in the Schedule as follows:
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable paralysis of all limbs	100%
4. Permanent Total Loss of sight of both eyes	100%
5. Permanent Total Loss of sight of one eye	100%
6. Permanent Total Loss of use of two limbs	100%
7. Permanent Total Loss of use of one limb	100%
8. Permanent and incurable insanity.	100%
9. Permanent Total Loss of hearing in	
(a) both ears	80%
(b) one ear	20%
10. Permanent Total loss of the lens of one eye	60%
11. Permanent Total Loss of four fingers and thumb of either hand	70%
12. Permanent Total Loss of four fingers of either hand	50%
13. Permanent Total Loss of use of one thumb of either hand	
(a) both joints	30%
(b) one joint	15%
14. Permanent Total Loss of use of fingers of either hand	
(a) three joints	10%
(b) two joints	7.5%
(c) one joint	5%
15. 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%
16 Fractured leg or patella with established non-union	10%
17. Shortening of leg by at least 5cm	7.5%
18. Fracture of the neck or spine	2%
19. Fractured hip or pelvis	1.5%
20. Fractured skull or shoulder blade	0.6%
21. Fractured collar bone or upper leg	0.5%
22. Fractured upper arm, kneecap, forearm, or elbow	0.5%
23. Fractured lower leg, jaw, wrist, cheek, ankle, hand or foot	0.2%
24. Fractured ribs	0.2%
25. Fractured finger, thumb or toe	0.15%

Additional Benefits

Disappearance

If during the Period of Insurance, 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 Insurers will pay 100% of the Lump Sum Insured stated in the Schedule.

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 Benefit

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 whichever is the lesser of:

5% or the percentage by which the index figure of the Consumer Price Index (CPI), weighted average of eight (8) Australian capital cities combined, last published by the Australian Bureau of Statistics exceed the figure so published one year previously. If the Consumer Price Index is negative, no increase in the weekly benefit will apply.

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.

Funeral Expenses

If as a result of an Injury occurring during the Period of Insurance the Insured Person dies, the Insurers will pay the actual cost of an Insured Person's funeral including where necessary the cost of returning the Insured Person's body or ashes to his/her home town.

The maximum payable under this Additional Benefit for any one claim is \$10,000.

Rehabilitation and Return to Work Assistance

In the event of Temporary Total Disablement or Temporary Partial Disablement as a result of an Injury or Sickness, 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 or the Sickness, 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.

This benefit is intended to top-up the Insured's Sponsored Rehabilitation Program or provide assistance for items deemed necessary but not provided for in the Insured's Sponsored Rehabilitation Program.

The maximum payable under this Additional Benefit for any one claim is \$25,000.

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.

Exclusions

There is no cover under this insurance for any Conditions resulting from Injury or Sickness from 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.

Cyber Risks Endorsement (Personal Accident & Illness)

Any benefits for **Bodily Injury** or **Illness** 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.

LMA5415

28 February 2020

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 unless the Insured Person is being treated by a Medical professional appointed or agreed by Us.

Nuclear

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.

Pregnancy or Childbirth

Relates wholly or partly to 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

LMA 3100

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 being under the influence of intoxicating liquor or 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

Adjustment of Premium

It is a condition precedent to liability that within 30 days of the expiry of the policy period, the Insured declares any additions/deletions that have taken place during the policy period are hereby declared to Underwriters. The declaration by the Insured must detail the actual wagheroll for the policy period. The declaration must be declared to Underwriters with 30 days at the end of the policy period, and settled within 30 days thereafter.

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 age 70.

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 I under Section B, "Lump Sum Benefits", of this policy is applicable;
- reaches normal retirement age or age 70 whichever is the earlier;
- 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.

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 B1 to B 17 in respect of the same Condition, in which case the highest Benefits will be payable.

Any Benefits payable for Conditions B1 to B17 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 Corporate Services Network 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.

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.

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.

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.