Group Personal Accident Insurance Policy

Product Disclosure Statement & Policy Wording

This Policy Wording & PDS is dated 28th April 2016 (ref: JLT Visual Artists GPA 04.2016)

Distinctive. Choice.

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Product Disclosure Statement (PDS)

Group Personal Accident Insurance

The Purpose of this PDS

This Product Disclosure Statement (PDS) contains important information as required under 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 general 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 administered by Jardine Lloyd Thompson Pty Ltd (JLT) (ABN 69 009 098 864) (AFS licence No. 226827) of Level 11, 66 Clarence Street Sydney NSW 2000 as cover holder under an authority from various underwriters at Lloyd's of London ("the Underwriters"), who underwrite the policy. In arranging this insurance JLT is acting as cover holder under a binder agreement and as an agent of the Underwriters.

Cooling –Off Period

We will refund all premium for cover under the insurance policy if you request cancellation of the Policy within 21 days of its commencement. To do this you must advise us in writing and return the Policy and the Certificate of Insurance. You will not receive a refund if you have made a claim under the insurance policy during the cooling off period.

Privacy

Jardine Lloyd Thompson (and its subsidiaries and related entities) (JLT) is committed to the protection of your personal information. JLT is subject to the Australian Privacy Principles (APPs) under the Privacy Act 1988 (and subsequent amendments). The APPs govern the way we collect, use, disclose and secure personal information. They also permit you to access the information we hold about you in order to correct or update it. Such information may be held on JLT's behalf by its agents or other service providers that we may appoint.

As it is impractical for us to deal with you unless you have identified yourself you are unable to have an option of not identifying yourself or using a pseudonym when dealing with us. Our operational and legal obligations will generally require that you identify yourself to us in order for us to manage your claim and or provide you with our services.

JLT may collect and hold personal information such as your name, age, address, contact details, gender and other information. JLT may also hold and collect sensitive information such as your health information including medical history and reports, occupation and employment details, insurance details and other information relevant to your insurance, risk management, claim management and related needs. JLT will only collect and hold sensitive information if you consent and/or other requirements of the Privacy Act have been met.

Personal information we collect will be used principally for the purpose of approaching the insurance/reinsurance market, placing insurance, claims handling and risk management. We may also use your personal information to provide you with information about other products and services that may help you to understand and make decisions about your insurance/reinsurance and risk management needs. Sensitive information (for example health information) may generally only be collected and used if you consent and/or other requirements of the Privacy Act have been met.

Where we receive unsolicited personal information, we will determine whether we would have been permitted to collect the information. If so we will ensure that any relevant APPs will apply to that information. If the information could not have been solicited by us, and the information is not contained in a Commonwealth record, we will destroy or de-identify that information as soon as practicable, but only if it is lawful and reasonable to do so.

We will only hold and use personal information about you that was collected for a particular purpose (the primary purpose) and will not use or disclose the information for another purpose (the secondary purpose) unless you have consented to the use or disclosure of the information; or a permitted exception under the Privacy Act in relation to the use or disclosure of the information applies.

If subsection 16B(2) of the Privacy Act applies in relation to the collection of the personal information by JLT we will take such steps as are reasonable in the circumstances to ensure that the information is de-identified before we disclose it.

We will not use any personal identifiers issued by a government agency (e.g. Tax file number or Medicare number) as an identifier in our records systems. Should legislation requires us to ask you to provide your tax file number we will only use that number for the purposes permitted by legislation and not as a general means of identifying you.

Where necessary, we may disclose information about you to other JLT Group companies and third parties including but not limited to Underwriters, re(insurers) and insurance intermediaries, contracted outsource providers, government agents, data collection and verification agencies, loss adjusters and assessors, suppliers, investigators and recovery agents, police, law and credit enforcement bodies and agencies, legal advisors, medical, health and case managers and service providers, actuaries and accountants, contracted advisors and service providers, your employer, other parties as required by law and/or the agent of any of these.

JLT has data quality procedures in place to check that personal information we hold and use about you is accurate, complete and up-to-date. Your personal information is held securely at all times and we take steps to protect it from misuse and loss, and from unauthorised access, modification or disclosure.

We retain most information relating to you for at least 7 years in order to meet legal and business requirements. Once information is no longer required, it will be destroyed in a secure manner.

You have a right to access any personal information that we hold about you on written request, unless one of the exceptions in the APPs applies. A reasonable charge may apply to gain access to information. You will be advised of any charges that may apply when you make a written request. If we decline your request to provide access to your personal information, we will provide the reasons in writing and provide details of how you can access our complaints process.

To assist us in maintaining correct records we ask you to inform us in writing of any changes in your personal information provided to us.

If you establish that information held is not accurate, complete or up to date, then we will take reasonable steps to correct the information unless it is impractical or unlawful to do so. If you establish that information held is not accurate, complete or up to date and we have shared that information with another APP entity, then if you request us to notify those entities we will take reasonable steps to do so unless it is impractical or unlawful to do so.

We may transfer your personal information overseas where necessary for the purposes described above. For example some Underwriters are based overseas and we need to provide your personal information to them to arrange your cover.

We will only transfer your personal information overseas if:

- we reasonably believe that the foreign country has substantially similar privacy obligations; or
- you consent; or
- we have taken reasonable steps to ensure the recipient will not hold, use or disclose the information in a manner inconsistent with the APPs.

Your personal information may be sent to our administrative processing centre in Mumbai (India) and to other JLT Group companies, Underwriters, reinsurers and other third party service providers (e.g. data storage providers) in the United Kingdom, Singapore, Hong Kong, the United States of America and elsewhere.

When we send information overseas, in some cases we may not be able to take reasonable steps to ensure that overseas providers do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Privacy Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Privacy Act or against us (to the extent permitted by law) and may not be able to seek redress overseas. If you do not agree to the transfer of your personal information outside Australia, please contact us.

When you provide us with personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties we disclose it to and how they can access it (as described in this document). If it is sensitive information we rely on you to have obtained their consent to the above. If you have not done either of these things, you must tell us before you provide the relevant information.

If we give you personal information, you and your representatives must only use it for the purposes we agree to.

Where relevant, you must meet the requirements of the APPs when collecting, using, disclosing and handling personal information on our behalf.

You must also ensure that your agents, employees and contractors meet the above requirements.

We may send you direct marketing communications and information about our products and services that we consider may be of interest to you. If you choose not to receive this information from us, you can opt out by contacting your account executive or our Privacy Officer.

If you have any complaints or concerns about privacy matters please advise JLT's Privacy Officer in writing (contact details below). JLT aims to investigate and respond to any complaints in writing within 30 days, but in some cases it may take longer. If the complaint is not dealt with to your satisfaction you may contact the Privacy Commissioner directly (see details below).

Contact Details

For more information about JLT's Privacy Policy or for details about your rights you can contact either your account executive or the JLT Privacy Officer:

Jardine Lloyd Thompson Pty Ltd
Level 11, 66 Clarence Street
Sydney NSW 2000
Phone:+61 2 9290 8000

For further general Privacy information you can contact The Office of the Australian Information Commissioner, or visit their web site on www.oaic.gov.au.

Your Duty of Disclosure

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, 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.

How to apply for this insurance

When you apply for insurance you will need to give us information about you and your circumstances.

The information we need will be contained in the application form that will be sent to you.

If your application is accepted, and when payment has been received, we will issue you with a Certificate of Insurance confirming the cover that is in place.

How to make a claim

In the event of a claim arising immediate notice should be given to Jardine Lloyd Thompson Pty Ltd.

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.

Excesses

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

An Excess Period of 7 days will apply to Injury claims. An excess period of 28 days will apply to sporting injury claims (unless stated otherwise in the Certificate of Insurance).

Significant Benefits and Features of the Insurance Policy

- Provides cover for Injury 24 hours a day.
- Includes lump sum and weekly death and disablement benefits as a result of Injury.
- Includes lump sum and weekly benefits for disablement as a result of exposure to the elements as a result of an Injury.
- Includes cover for disappearance.
- Provides rehabilitation and return to work assistance.
- Covers funeral expenses and associated costs limited to $10,000 where an Insured Person dies as a result of an Injury.
- Emergency Transport Expenses for the Insured Person or immediate direct family members (wife or husband, including de facto, dependent children under 16 years of age or full time students under 25 years of age) for serious Injury or Sickness necessitating emergency medical care limited to $5,000.
- Benefits are payable for a maximum period of 52 weeks, as specified in the Certificate of Insurance.

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;

- is deliberately self-inflicted or intentionally caused by the Insured Person.
- is caused by the Insured Person being under the influence of alcohol or drugs.
- results from a criminal act committed by the Insured Person or a beneficiary of their benefits under this insurance.
- 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
- 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, psychosis, chronic fatigue, mental, emotional, stress, depression or anxiety condition disease or disorder or any condition which is a consequence of the treatment of these conditions.
- is attributable to childbirth or pregnancy or the complications of these.
- is a Pre-Existing Condition.
- results from Sickness (as defined)

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 from any other source as a result of the same condition.

No Weekly Benefits shall be payable;

- if the Insured Person does not actively and continuously pursue all benefits or compensation from all other sources.
- for disablement during the Excess Period stated in the Certificate of Insurance.

Benefits shall cease to be paid to an Insured Person if that Insured Person;

- accepts early retirement or voluntary redundancy except if it is a direct consequence of disablement which is a current accepted claim.
- reaches normal retirement age or age 80 whichever is the earlier.

Cover under the policy 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 80.

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

Overdue Premium

The premium for this insurance must be paid within 30 days from the due date otherwise the policy may not operate.

Costs

The premium payable by you will be shown on the Tax Invoice and Certificate of Insurance.

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.

The General Insurance Code of Practice:

The Insurance Council of Australia has developed a General Insurance Code of Practice, to which Lloyd's Australia Ltd is a signatory. The General Insurance Code of Practice aims to raise the standards of practice and service in the insurance industry and includes many standards in relation to:

1. buying insurance
2. insurance claims
3. financial hardship
4. responding to catastrophes and disasters
5. information and education
6. complaints and disputes
7. code monitoring and enforcement

You can obtain a copy of the Code from our branch or by going to the website at:

http://www.codeofpractice.com.au

What to do if you have a complaint

About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. Over 80 syndicates underwrite insurance at Lloyd's, covering all classes of business. Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia. Lloyd's has adopted the General Insurance Code of Practice subject to certain specific qualifications.

Lloyd's aim is to provide the highest service to its Australian policyholders and, to this end, has developed the following procedures for the fair handling of complaints from Lloyd's policyholders.

There are established procedures for dealing with complaints and disputes regarding your policy or claim. All policyholders can take advantage of the complaints service.

Step 1

Any enquiry or complaint relating this policy or claim under it should be addressed to JLT as Lloyd's insurance intermediary (the coverholder) in the first instance – in most cases this will resolve your grievance.

We will respond to your complaint within 15 business days provided we have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, we will agree to reasonable alternative timeframes with you. You will also be kept informed of the progress of your complaint.

Step 2

In the unlikely event that this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should contact:

Lloyd's Australia Limited
Level 9, 1 O'Connell Street
Sydney NSW 2000
Telephone: (02) 8298 0783
Facsimile: (02) 8298 0788
idraustralia@lloyds.com

When you lodge your dispute with Lloyd's, Lloyd's will usually require the following information:

- Name, address and telephone number of the policyholder
- The type of insurance policy involved (household, motor, etc)
- Details of the policy concerned (policy and/or claim reference numbers, etc)
- Name and address of the intermediary through whom the policy was obtained
- Details of the reasons for lodging the complaint
- Copies of any supporting documentation you believe may assist us in addressing your complaint appropriately

Following receipt of your complaint, you will be advised whether your dispute will be handled by either Lloyd's Australia or the Policyholder & Market Assistance Department at Lloyd's in London:

Where your complaint is eligible for referral to the Australian Financial Ombudsman Service (FOS), your complaint will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with your dispute.

Where your complaint is not eligible for referral to the Australian FOS, Lloyd's Australia will refer your complaint to the Policyholder & Market Assistance Department at Lloyd's, who will then liaise directly with you.

How long will the Step 2 process take?

Your complaint will be acknowledged in writing within 5 working days of receipt, and you will be kept informed of the progress of the review of your complaint at least every 10 business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases you will receive a full written response to your complaint dispute within 15 working days of receipt, provided we have received all necessary information and have completed any investigation required.

External Dispute Resolution

If your complaint is not resolved in a manner satisfactory to you or we do not resolve your complaint within 45 calendar days of receiving it at Stage 1, you may refer the matter to the Financial Ombudsman Service (FOS). FOS can be contacted by post GPO Box 3, Melbourne Vic 3001 or phone 1800 367 287 www.fos.org.au

FOS is an independent body that operates nationally in Australia and aims to resolve disputes between you and your Underwriters. Your dispute must be referred to the FOS within 2 years of the date of the Stage 2 final decision. Determinations made by FOS are binding upon Lloyd's.

Clients not eligible for referral to the Australian FOS may be eligible for referral to the Financial Ombudsman Service (UK). Such referral must occur within 6 months of the final decision by the Policyholder & Market Assistance Department at Lloyd's. Further details will be provided by the Policyholder & Market Assistance Department with their final decision to you.

How much will this procedure cost you?

This service is free of charge to policyholders.

How to Contact Us

If you have any questions or would like further information about this policy or the PDS you may contact your local Jardine Lloyd Thompson Pty Ltd office, or alternatively by writing to us at the following address:

Jardine Lloyd Thompson Pty Ltd
Level 11, 66 Clarence Street
Sydney NSW 2000

Group Personal Accident Insurance Policy

Extent of Cover

This insurance applies to the Insured Persons named or described in the Certificate of Insurance and is limited to activities that fall within the Scope of Cover detailed in the Certificate of Insurance and not otherwise specifically excluded.

If, as a result solely and directly 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, the Underwriters will pay the Benefit set out. Disablement must however occur within twelve (12) months of the date of the Accident giving rise to the Injury.

Table of Conditions

THE CONDITION	THE BENEFIT
Section A. Weekly Benefits	
1. Temporary Total Disablement caused directly and solely by Injury	For each week of 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.
2. Temporary Partial Disablement caused directly and solely by Injury	For each week of Partial Disablement, the difference between the Insured Person's Temporary Total Disablement Benefit as stated in Section A1 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 A1 above.

Section B. Lump Sum Benefits

The percentage of Lump Sum Insured stated in the Certificate of Insurance as a result of Injury Only as indicated hereon (unless a percentage in the Certificate of Insurance states otherwise)

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.	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	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.	Fractured leg or patella with established non-union	10%
18.	Shortening of leg by at least 5cm	7.5%
19.	Fracture of the neck or spine	2%
20.	Fractured hip or pelvis	1.5%
21.	Fractured skull or shoulder blade	0.6%
22.	Fractured collar bone or upper leg	0.5%
23.	Fractured upper arm, kneecap, forearm, or elbow	0.5%
24.	Fractured lower leg, jaw, wrist, cheek, ankle, hand or foot	0.2%
25.	Fractured ribs	0.2%
26.	Fractured finger, thumb or toe	0.15%

Additional Benefits

1. 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 Underwriters will pay Benefits accordingly.

2. 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 one (1) year after the date of disappearance, the Underwriters will pay a Benefit on the assumption that the Insured Person died as a result of an Injury at the time of the disappearance, sinking wrecking of the conveyance.

3. Rehabilitation and Return to Work Assistance

In the event of Temporary Total Disablement or Temporary Partial Disablement as a result of an Injury, the Underwriters can provide for expenses incurred in a return to work program, retraining program, rehabilitation program or other suitable activity as specified by the Underwriters appointed rehabilitation provider. Such expense must be as a direct result of the Injury, not recoverable from any other source, have the prior approval of the Underwriters prior to its

commencement and be deemed necessary to aid the return to work by the treating medical practitioner or Underwriters appointed rehabilitation provider.

This Benefit is limited any one claim to the lesser of the expected Temporary Total Disablement, Temporary Partial Disablement claim amount or $25,000 and covers costs incurred only as part of an appropriate rehabilitation program approved by the claimant's treating doctor and/or Underwriters appointed rehabilitation provider.

Should the parties not agree on the appropriateness of the rehabilitation program, or the parties do not agree to participate in the rehabilitation program, the Underwriters reserve the right to suspend any payment of the return to work program benefit with immediate effect.

4. Funeral Expenses

If as a result of an Injury occurring during the Period of Insurance the Insured Person dies, the Underwriters will pay the actual cost of an Insured Persons funeral including where necessary the cost of returning the Insured Person's body or ashes to his/her home town or $10,000 whichever is the lesser.

5. Emergency Transport Expense

(Reimbursement of ambulance expenses incurred in the Commonwealth of Australia would normally be prevented by the Health Act or similar legislation.)

If an Insured Person and or/or his/her immediate direct family, defined as, wife or husband (including de- facto), dependent children under 16 years of age or full time students under 25 years of age, during the Period of Insurance, suffers a serious Injury necessitating emergency medical care, the Underwriters will pay, to a maximum benefit of $5,000, the cost of emergency transport to the nearest medical facility, provided the cost of such transport is not recoverable by any other means or is not in breach of any Health Act or legislation preventing the Underwriters paying these costs.

6. Takeover Provisions

With respect to Insured Persons who are covered by this insurance on the commencement date of the Period of Insurance and were covered at expiry under the insurance policy that this policy replaces, cover is hereby extended to include any Pre-Existing Conditions (other than any condition which has a terminal diagnosis) which would have been covered under the previous insurance. This provision has the effect of altering this policy's definition of Pre-Existing Condition and Exclusion 11 which may otherwise have applied.

Exclusions

No Benefits are payable under this insurance for any Conditions resulting from Injury which:

1. is deliberately self-inflicted or intentionally caused by the Insured Person;
2. is caused by the Insured Person being under the influence of alcohol or of a drug, other than a drug taken or administered by or in accordance with the advice of a duly qualified medical practitioner;
3. results from a criminal act committed by the Insured Person or a beneficiary of their benefits under this insurance;
4. occurs as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection or military or usurped power;
5. occurs as a result of the use, existence or escape of nuclear weapons materials or ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
6. results from engaging in air travel or aerial activities except as a passenger in any properly licensed aircraft;
7. results from 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);
8. is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) Disease or Human Immunodeficiency Virus (H.I.V.) infection;
9. is a neurosis, psycho-neurosis, psychosis, chronic fatigue, mental, emotional, stress, depression or anxiety condition disease or disorder or any condition which is a consequence of the treatment of any of these conditions;
10. is attributable wholly or partly to childbirth or pregnancy or the complications of these;
11. is a Pre-Existing Condition as herein defined;
12. results from Sickness (as defined).

General Conditions

1. No Benefits are payable unless as soon as possible after the happening of any Injury 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.

2. All Weekly Benefits shall be paid monthly in arrears.

3. All Benefits shall be paid to the Insured Person or to their legal personal representative.

4. The Underwriters will pay one-seventh (1/7th) of the Weekly Benefit for each day of Disablement.

5. 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.

6. 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 as detailed below.

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

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

9. Benefits shall not be payable for more than one of the Conditions B1 to B18 in respect of the same Condition, in which case the highest Benefits will be payable.

10. Any Benefits payable for Conditions B1 to B18 shall be reduced by any sum already paid for Condition A1 or A2 in respect of the same Injury.

11. In the event of a claim arising under this insurance immediate notice should be given to Jardine Lloyd Thompson Pty Ltd.

    Upon receipt of a notice of claim, the Underwriters shall provide the usual claim form for completion. The Underwriters shall not be liable to make any payment under this insurance unless the claim form is properly completed and all information reasonably required by the Underwriters has been furnished at the expense of the Insured Person.

12. If the Insured Person suffers a recurrence of an Injury 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.

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

14. Aggregate Limit of Liability. The total liability for all claims arising under this insurance from anyone event during the Period of Insurance shall not exceed the Aggregate Limit of Liability stated in the Certificate of Insurance. 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.

15. The Underwriters 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 Underwriters, they shall return a pro rata portion of premium in respect of the unexpired period of the insurance.

16. The Insured may cancel the cover under this insurance by giving written notice to Jardine Lloyd Thompson Pty Ltd. If cancelled by the Insured a return of premiums shall be calculated at short period rates, unless there has been a claim under this insurance in which case a return of premium shall be at the discretion of the Underwriters.

17. Cover under this insurance will cease in respect of an Insured Person if:

    a) 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;

    b) they are paid Weekly Benefits for the maximum period stated in the Certificate of Insurance or 100% of the Lump Sum Insured Benefit

    c) the Insured Person retires or stops actively seeking work;

    d) the Insured Person terminates the relationship with the Insured which made them eligible for cover under this insurance. Cover will cease on the last day of membership with the Insured;

    e) the Insured Person dies;

    f) the Insured Person reaches age 80.

18. Benefits shall cease to be paid to an Insured Person, on claim under this insurance, if that Insured Person:

    a) becomes entitled to the payment of Weekly Benefits for the maximum period stated in the Certificate of Insurance;

    b) becomes entitled to the Lump Sum Benefit and they are paid a 100% of the Lump Sum Insured stated in the Certificate of Insurance;

    c) 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;

    d) dies, other than if Condition 1 under Section B, "Lump Sum Benefits", of this policy is applicable;

    e) reaches normal retirement age or age 80 whichever is the earlier;

    f) 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;

    g) 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.

    h) does not comply with return to work program as prescribed by the treating medical practitioner and rehabilitation provider.

19. If there is a breach of any of the Conditions of this insurance, the Underwriters shall be entitled to reject a claim to the extent 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.

20. The Underwriters hereon agree that:-

    a) In the event of a dispute arising under this insurance, Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

    b) Any summons notice or process to be served upon the Underwriters may be served upon

    Lloyd's Underwriters' General Representative in Australia
    Level 9, 1 O'Connell Street
    SYDNEY NSW 2000 AUSTRALIA

    who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the Insured to give a written undertaking to the Insured that he will enter an appearance on

Underwriters' behalf.

(c) If a suit is instituted against one of the Underwriters, all Underwriters hereon will abide by the final decision of such Court or any Appellate Court.

21. Several Liability Notice – LSW 1001

The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.

Definitions

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.

"CERTIFICATE OF INSURANCE" means the certificate attaching to and forming part of this policy and the information contained within the certificate which details coverage, sums insured, policy limits and Excess Periods.

"EARNINGS" means 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 twenty-four (24) 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 Certificate of Insurance or the date they become a member with the Insured. Cover continues on a 24 hour a day basis for as long as they are a member of 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 Certificate of Insurance during which no Benefits are payable for Temporary Total or Partial Disablement, commencing on the day medical treatment is sought for Injury.

"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" is the Insured named in the Certificate of Insurance.

"INSURED PERSON" is the Insured Person named or described in the Certificate of Insurance.

"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.

"PERIOD OF INSURANCE" means:

In respect of the Insured, the period stated in the current Certificate of Insurance, or:

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 of Insurance.

"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 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. 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 currently 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 that is not an Injury or a Pre-Existing Condition, and which must continue for a period of not less than the prescribed Excess Period from the date You first sought treatment during the Period of Insurance for the Sickness from a legally qualified medical practitioner, and which results in Temporary Total Disablement or Temporary Partial Disablement within 12 months of the date that You first sought the treatment.

"TEMPORARY TOTAL DISABLEMENT" means, 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.

If the Insured Person ceases to be employed or is not employed, then **"TEMPORARY TOTAL DISABLEMENT"** means 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.

"UNDERWRITERS" means various Underwriters at Lloyd's.