

Accident/Illness Insurance Policy



JUA Underwriting Agency Pty Limited

Index

Welcome to JUA Underwriting Agency Pty Ltd	2
---	----------

Important Information

<i>Insurers</i>	2
<i>Our agreement with you</i>	2
<i>Your Duty of Disclosure</i>	2
<i>Keeping us up to date</i>	2
<i>Change of Occupation</i>	2
<i>Preventing our Right of Recovery</i>	2
<i>If the Premium is Payable by Instalments</i>	2
<i>Who can Cancel this Policy?</i>	2
<i>The Code of Practice</i>	3
<i>Goods and Services Tax (GST)</i>	3

1. Definitions

<i>Accident only cover</i>	3
<i>Certificate</i>	3
<i>Earnings</i>	3
<i>Illness</i>	3
<i>Injury</i>	3
<i>Occupation</i>	4
<i>Paraplegia</i>	4

<i>Permanent</i>	4
<i>Physical Severance</i>	4
<i>Quadriplegia</i>	4
<i>Temporary Partial Disablement</i>	4
<i>Temporary Total Disablement</i>	4
<i>You/Your</i>	4
<i>We/our/us</i>	4

2. Capital Benefits

3. Weekly Benefits

<i>Injury</i>	5
<i>Illness</i>	5
<i>Recurrent Injury or Illness</i>	6

4. Claims

<i>Goods and Services Tax Clause -</i>	
<i>Applicable to all types of cover</i>	6
<i>JHA War, Terrorism and Mass Destruction Exclusion</i>	6
<i>Australian Jurisdiction Clause</i>	7
<i>Privacy Complaints</i>	8
<i>Disputes Resolution</i>	8

Welcome to JUA Underwriting Agency Pty Ltd

In this policy booklet you'll find all the information you need to know about the type of cover(s) available, our terms and conditions, and making a claim.

Please read this booklet and make sure that you are satisfied with what we offer.

Insurance protection only begins when we receive and accept your completed application/proposal form and the premium.

This booklet and the insurance schedule we send you, form your legal contract with us, so please keep them together in a safe place.

You should also keep documents which substantiate your earnings and medical certificates.

Please do not hesitate to contact your broker or agent, if you have any questions about this policy booklet or your insurance cover.

IMPORTANT INFORMATION

Insurers

This policy is underwritten by the insurers set out below:

Certain Lloyd's Underwriters as specified in the Binder wording.

Our agreement with you

This policy is a legal contract between you and us. You pay us the premium, and we insure you against loss as set out in the policy, occurring during the period of insurance shown on your schedule or any renewal period.

Your Duty of Disclosure

Under the Insurance Contracts Act 1984, you have a Duty of Disclosure. A notice about your Duty appears on our application/proposal form and on renewal notices. Please read it carefully.

Keeping us up to date

You must notify us immediately:

- if you become aware that you are suffering from any medical condition which;
- is likely to affect your ability to work; or
- will lead to a shortened life expectancy.

Otherwise, we may:

- cancel the policy; or
- reduce or refuse to pay a claim.

Change of Occupation

Please remember we only cover you for the occupation shown in the policy, so you should notify us immediately if there is any change in your occupation. We will then decide whether to insure you for your new occupation and if so, on what terms.

Preventing our Right of Recovery

If you have agreed not to seek compensation from another person, who is liable to compensate you for any loss which is covered by this policy, we will not cover you under this policy for that loss.

If the Premium is Payable by Instalments

You cannot claim under this policy if at the time the injury or illness occurred any installment of premium remained unpaid for fourteen (14) days or more.

We may cancel this policy by giving notice immediately if any instalment of premium has remained unpaid for one (1) month or more.

We will deduct from any claim paid or payable, any unpaid premium or instalment of premium.

Who can Cancel this Policy?

- a) If you are not satisfied with any aspect of this policy, we will refund your premium in full and cancel it from its commencement date if:
 - i) you return the policy to us within fourteen (14) days of its commencement date; and
 - ii) nothing has happened to give rise to a claim.
- b) You may cancel this policy at any other time by notifying us in writing.
- c) We may cancel this policy by giving three (3) days notice in writing upon breach by you of any of its conditions, including a condition relating to the payment of premium, or for any other reason available to us at law.

Upon cancellation of the policy by you or us, we will refund the premium for the unexpired period of insurance.

The Code of Practice

Lloyd's are a signatory to the General Insurance Code of Practice developed by the Insurance Council of Australia. The aim of the Code is to raise the standards of practice and service in the insurance industry. Further information about the Code is available upon request.

Goods and Services Tax (GST)

This policy has provision for payment of Goods and Services Tax:

- by you in relation to premiums; and
- by us in relation to claims.

1. DEFINITIONS

1.1 "Accident only cover" means where this is shown in the certificate, you will not be entitled to benefits resulting from illness.

1.2 "Certificate" means the policy schedule, policy certificate, endorsement certificate or any renewal certificate.

1.3 "Earnings" means:

a) If you are self employed or a working director:

Your gross weekly income from your personal exertion:

- after allowing for costs and expenses incurred in deriving that income;
- averaged over the twelve months prior to injury or illness or any shorter period that you have been engaged in your occupation.

b) If you are an employee:

Your gross weekly base rate of pay:

- exclusive of overtime payments, bonuses, commission or allowances;
- averaged over the twelve (12) months prior to injury or illness or over any shorter period that you have been continuously employed.

In the event of a claim, you may be required to substantiate your earnings.

1.4 "Illness" means:

- any sickness or disease which first appears while the policy is in force.

But not if it results from:

- war, invasion or civil war (subject to JHA War, Terrorism and Mass Destruction Exclusion as below);
- childbirth, pregnancy or miscarriage.

1.5 "Injury" means bodily injury (including death):

- resulting from an accident which is not an illness; and
- which occurs while this policy is in force; and
- includes any condition resulting from exposure to the elements as a result of bodily injury.

But not bodily injury resulting from:

- war, invasion or civil war;
- an insured person engaging in or taking part in:
 - a) naval, military or air force service or operations,
 - b) competitive winter sports,
 - c) winter sports outside Australia or New Zealand,
 - d) polo, mountaineering, voluntary fire brigade activities, scuba-diving;
- driving a motor vehicle whilst having a percentage of alcohol in your breath or blood in excess of that permitted by law;
- the insured person abusing or having abused, or being under the influence of alcohol or drugs other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the insured person;
- professional sporting activities;
- flying except as a fare-paying passenger on an airline with scheduled flights (but including Feeder Air Route in single engined aircraft and helicopters where required);
- intentional self injury or suicide;
- Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any virus, complex or syndrome that is related to the foregoing or any sexually transmitted disease;

- practice for or playing organised football of any kind;
- driving or riding in any kind of race;
- motor cycling except for agricultural or pastoral purposes on a motorcycle with an engine capacity of less than 250cc;
- if you are travelling on a journey and:
 - a) your means of transportation disappears, sinks or is wrecked; and
 - b) your body has not been found within one year;
 we will presume that you have died as a result of injury and will pay the death benefit accordingly.

1.6 “Occupation” means your usual occupation, business, trade or profession shown in the policy.

1.7 “Paraplegia” means total paralysis of both legs and a part or the whole of the lower half or the body.

1.8 “Permanent” means continuing for twelve (12) months and which thereafter will, in all probability, continue for the remainder of your life.

1.9 “Physical Severance” means it occurs to a hand or foot at or above the wrist or ankle, to an arm or leg at or above the elbow or knee.

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

1.11 “Temporary Partial Disablement” means disablement which prevents the Assured from attending to a substantial part of his business or occupation.

1.12 “Temporary Total Disablement” means disablement which entirely prevents the Assured from attending to his business or occupation of any and every kind.

1.13 “You/Your” means:

- a) The insured person named in the policy.
- b) All benefits will be paid to this person except for the death benefit which will be paid to their legal personal representative.
- c) If the person who applied for this insurance and paid the premium:
 - is someone other than the insured person; and
 - is shown in the policy as the insured, all benefits will be paid to the insured and for the purpose of making a claim, paying a premium and receiving benefits you/your will also refer to the insured.

1.14 “We/our/us” means the Insurers through JUA Underwriting Agency Pty Ltd.

2. CAPITAL BENEFITS

If injury results in any of the conditions you have selected (as shown in the policy) within twelve (12) months of the injury, we will pay the benefit shown as a percentage of the capital sum insured shown in the policy.

Please remember, we will assess whether a condition is permanent (numbered 2 to 13 below) at the end of the twelve (12) month period from the date of the injury on the medical evidence then available.

Please note:

- The benefit payable in the case of death will be reduced by any capital benefit paid for the same injury.
- All further cover ceases if you become entitled to a capital benefit of more than 75% of the capital sum insured.
- We will not pay any capital benefit for more than one condition at any one time.
- You can only claim one capital benefit for any one condition.

The Condition	Capital Benefit
1. Death	100%
2. Permanent disablement which results in you being unable to engage in all occupations* for which you are reasonably qualified by education, training or experience	100%
3. Permanent quadriplegia	100%
4. Permanent paraplegia	100%
5. Permanent and incurable paralysis of all limbs	100%
6. Permanent total loss of sight in both eyes	100%
7. Permanent total loss of sight of one eye	50%
<i>Permanent physical severance or permanent total loss of use of the following:</i>	
8. Both hands	100%
9. Both arms	100%
10. Both feet	100%
11. Both legs	100%
12. One hand and one foot	100%
13. One foot or one leg or one hand or one arm	50%

* Please note: Occupations is not limited to what is shown in the policy

3. WEEKLY BENEFITS

If because of injury or illness you are prevented from working in your occupation within twelve (12) months of the injury or illness:

We will pay you:

- the earnings that you have lost or the weekly sum insured shown in the policy, whichever is less; or
- for the maximum period shown in the policy as the benefit period.

But we will not pay any weekly benefit:

- for the first period that you cannot work which is shown in the policy as the excluded period of a claim; or
- in respect of any injury or illness if, whilst you are receiving weekly benefits, you commence any new occupation; or
- for more than one injury or illness at any one time.

Injury

We will reduce our payment by any weekly benefits you are entitled to receive from:

- sick leave;
- any statutory workers compensation or transport accident scheme;
- Economic Bargaining Agreement/Workman's Compensation Act Exclusion:
 - i) Economic Bargaining Agreement and all other Workman's Compensation Act carve-out, top up or alternative business of any kind unless specifically agreed.
 - ii) Risks where the determination of quantum of loss is in any way determined by legal proceedings including out of court settlement. This exclusion shall apply to business including, but not limited to, so called "Journey Cover".

We will stop paying weekly benefits when you become entitled to a capital benefit.

However, regarding Injury if you elect not to receive sick leave for any reason and this is confirmed in writing to your employer, and the employer agrees to advise if there is any variation in this situation, then we will pay the weekly benefit specified without any deductions.

Further regarding Injury, if you elect to continue to receive weekly benefits even though you are entitled to a capital benefit, then we will only pay the aggregate weekly benefits up to the amount of the specified capital benefit that could have been paid.

Illness

We will:

- a) only pay if you cannot work for more than seven (7) consecutive days counted from the first day you receive medical attention; and
- b) reduce our payment by any weekly benefits you are entitled to receive from:
 - sick leave;
 - any statutory workers compensation or transport accident scheme;
 - Economic Bargaining Agreement/Workman's Compensation Act Exclusion:
 - i) Economic Bargaining Agreement and all other Workman's Compensation Act carve-out, top up or alternative business of any kind unless specifically agreed.
 - ii) Risks where the determination of quantum of loss is in any way determined by legal proceedings including out of court settlement. This exclusion shall apply to business including, but not limited to, so called "Journey Cover".

Please note that whilst this policy is in force you must tell us immediately if:

- you take out similar insurance with us or another insurer; and
- the combined weekly benefits under this policy and that insurance will exceed your earnings.

However, regarding Illness if you elect not to receive sick leave for any reason and this is confirmed in writing to your employer, and the employer agrees to advise if there is any variation in this situation, then we will pay the weekly benefit specified without any deductions.

Further regarding Illness, if you elect to continue to receive weekly benefits even though you are entitled to a capital benefit, then we will only pay the aggregate weekly benefits up to the amount of the specified capital benefit that could have been paid.

Recurrent Injury or Illness

Where you suffer recurrence of an injury or illness:

- for which you have claimed weekly benefits; and
- while this policy is in force; and
- there has been a period of less than six (6) months between your return to work in your occupation and the recurrence;

it will be treated as a continuation of the original claim.

4. CLAIMS

Goods and Services Tax Clause - Applicable to all types of cover

GST and Input Tax Credit have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

Where we pay a claim and you are liable to pay GST in respect of your claim, we will cover you for that GST, less any Input Tax Credit you may be able to claim from your purchase of goods and services. We will pay this amount in addition to the sum insured/limit of liability shown in the schedule. Where our settlement of your claim is less than the total loss, we will only pay your liability for GST (less your entitlement to any Input Tax Credit) applicable to the settlement. This means that if your sum insured/limit of liability is not sufficient to cover your loss, we will only pay the GST that relates to our settlement of your claim.

You must advise us of your correct Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you.

If you fail to comply and do the following below, then we may decline your claim or reduce your benefits:

- you must get proper medical advice from a qualified medical practitioner as soon as possible after sustaining injury or illness;
- you must give us details of any other insurance covering the same injury or illness;
- you (or your legal personal representative) must:
 - i) complete our usual claim form; and
 - ii) provide us with all information we may reasonably require;
- you must give us at your own expense all medical and other certificate and evidence which we may reasonably require to assess the claim;
- you must undergo any medical examination we may reasonably require to assess the claim, and which we will arrange at our expense;
- you must continue to be a resident of Australia;
- we may be entitled at our expense to conduct any post-mortem examination.

We may have a right to recover money payable under this policy from another person who is liable to compensate you. You must co-operate with us fully in any action we take in exercising any such right. We have full discretion in the conduct of any proceedings and in the settlement of any claim.

JHA War, Terrorism and Mass Destruction Exclusion

Notwithstanding any provision to the contrary within this insurance/reinsurance (delete as applicable), or any endorsement thereto, it is agreed that this insurance/reinsurance (delete as applicable) excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense:

1. War, hostilities or warlike operations (whether war be declared or not);
2. Invasion;
3. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs;
4. Civil war;
5. Riot;
6. Rebellion;
7. Insurrection;
8. Revolution;
9. Overthrow of the legally constitute government;
10. Civil commotion assuming the proportions of, or amounting to, an uprising;
11. Military or usurped power;
12. Explosions of war weapons;
13. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever, these may be distributed or combined;
14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not;
15. Terrorist activity:

For the purpose of this exclusion:

- i) Terrorist activity means an act, or acts, of any person, or group(s) of person, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

- ii) Utilisation of Nuclear weapons or mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (1) to (15) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Australian Jurisdiction Clause

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract to JUA Underwriting Agency Pty Ltd by certain Underwriters at Lloyd's, whose names and the proportions Underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the seal of Lloyd's Policy Signing Office, and in consideration of the premium specified herein, the said Underwriters are hereby bound each for his own part and not for one another, their Heirs, Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Privacy Complaints

Lloyd's and its agents are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 (the Act) and will be covered by the General Insurance Information Privacy Code (the Code). These set basic standards relating to the collection, use, disclosure and handling of personal information. "Personal information" is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, your complaint should be addressed to JUA Underwriting Agency Pty Ltd. This may be done either verbally or in writing to JUA Underwriting Agency Pty Ltd. If you are dissatisfied with the response, you may refer the matter to Lloyd's Australia Ltd, who has the appropriate authority to investigate and address matters of this nature. Lloyd's Australia can be contacted at address below:

Lloyd's Australia Ltd
Suite Q
Level 12, 55 Hunter Street
Sydney NSW 2000

Tel: (02) 9223 1433
Fax: (02) 9223 1466

Lloyd's Australia will respond in writing within fifteen (15) working days, and if you remain dissatisfied you will then be provided at that time with details of any other avenues for resolution that may be available to you.

Disputes Resolution

Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards and service in the general insurance industry. Any enquiry or complaint relating to this insurance should be referred to the Coverholder shown above in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Australia Ltd
Suite Q
Level 12, 55 Hunter Street
Sydney NSW 2000

Tel: (02) 9223 1433
Fax: (02) 9223 1466

If your dispute remains unresolved you may be referred to the Claims Review Panel Scheme operated by Insurance Enquiries and Complaints Limited under the terms of the General Insurance Code of Practice. For other disputes you will be referred to other proceedings for resolution.

Details are available from Lloyd's Australia Ltd at the above address.

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:

Curwood & Partners
Solicitors
11th Floor, 1 Castlereagh Street
Sydney NSW 2000

who have/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 they/he will enter an appearance on Underwriters' behalf;

- iii) if a suit is instituted against anyone of the Underwriters, all Underwriters hereon will abide by the final decision of such Court or any Appellate Court.

The amount of premium mentioned hereon is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of the Coverholder placing the insurance.

In the event of any occurrence likely to result in a claim under this insurance IMMEDIATE NOTICE should be given to JUA Underwriting Agency Pty Ltd.

