

POLICY SCHEDULE

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|---|--|
| Policy Type: | Voluntary Workers |
| Policy Number: | 0034568 |
| Insured: | Australian Baseball Federation |
| Insured Persons: | Australian Baseball Federation, Australian Baseball League and all affiliated State / Territory and Regional Associations, all affiliated clubs, all registered members, temporary / trialing members, regional boards, first aid personnel, administrators, officials, coaches, referees, executives and voluntary workers. |
| Period of Insurance: | From: 31st day of August 2016 at 4.00pm To: 31st day of August 2017 at 4.00pm |
| Broker: | Willis Australia Limited - Sydney |
| Insured Events: | Each Insured Person |
| Death & Capital Benefits Sum Insured (Insured Events 1-19) | As per attached schedule |
| Insured Event 20 Temporary Total Disablement caused by Injury | 85% of average gross weekly Salary to a maximum of As per attached schedule |
| Domestic Help or Student Tutorial Benefits | \$400 per week for a maximum of 52 Weeks (non-income earners) |
| Non-Medicare Medical Expenses | 80% of expenses incurred to a maximum of As per attached schedule (Nil excess) |
| Deferral Period | 7 Days |
| Maximum Benefit Period (Refer to policy wording and Endorsements) | As per attached schedule |
| Scope of Cover: | Whilst participating in sanctioned Australian Baseball Federation Inc. activities including all: a) Official events b) Playing, training and trialing c) Official social events and fundraising activities d) Travel to and from the above activities |
| Pre-existing Condition: | There is no cover for Pre-existing Conditions (as defined) whether or not a proposal form has been received. |
| Territorial Limits: | Australia Wide |
| Aggregate Limit of Liability | \$1,000,000 |

Wording: VWGPA PDS/WRD 01/14 ST

In witness whereof, this policy has been countersigned by an authorised officer of Accident and Health International on behalf of the Company at Sydney on this 20th day of October 2016.



SCHEDULE ATTACHING TO AND FORMING PART OF POLICY NUMBER 0034568

ISSUED TO: Australian Baseball Federation

DEATH & CAPITAL BENEFITS are as follows:

EVENT 1 only

18 years to 75 years - \$100,000

Under 18 years, over 75 years - \$20,000

EVENT 2 only

under 75 years - \$250,000

over 75 years - \$100,000

EVENTS 3-19

Under 75 years of age - \$100,000

Over 75 years of age - \$20,000

WEEKLY ACCIDENT BENEFITS (Event 20) are as follows:

80% of salary to a maximum of \$250 p/week

Baseball QLD Members

80% of salary to a maximum of \$500 p/week

Volunteers & Umpires

80% of salary to a maximum of \$500 p/week

BENEFIT PERIOD

Up to and including 59 years of age: 104 weeks from the date you first become entitled to the payment of weekly compensation.

60 years - 65 years: 52 weeks.

66 years - 70 years: 26 weeks.

71 years - 100 years: Nil weeks.

It is hereby declared and agreed that the Benefit Period for Events 24 & 25 is amended to 52 weeks.

NON MEDICARE MEDICAL EXPENSES are as follows:

80% of Non Medicare Medical Expenses to a maximum of \$2,250, \$20 excess applies to each and every claim. There is no excess applicable under this section if the Insured Person holds a current Private Health Insurance policy.

Volunteers only:

100% of Non Medicare Medical Expenses to a maximum of \$5,000, \$20 excess applies to each and every claim. There is no excess applicable under this section if the Insured Person holds a current Private Health Insurance policy.

100% reimbursement for Emergency Transport with Nil excess within Non Medicare Medical Expenses limit.

FUNERAL EXPENSES BENEFIT

If, as a direct result of Injury, an Insured Person(s) suffers Event 1 of Section 1 – Lump Sum Benefits, We will pay the Insured Person(s) funeral expenses

The benefits payable for Funeral Expenses Benefit shall be limited to \$5,000 per claim.

BROKEN BONES BENEFIT

It is hereby declared and agreed that Event 22 - Broken Bones Benefits is amended to read as follows:

Broken bone benefits caused directly and solely by Injury

- a. Neck or spine (full break) - \$5,000
- b. Hip, pelvis - \$500
- c. Skull, shoulder blade - \$200
- d. Collar bone, upper leg - \$200
- e. Upper arm, kneecap, elbow - \$150
- f. Lower leg, jaw, wrist, cheek, ankle, hand, foot - \$100
- g. Ribs - \$100
- h. Finger, thumb, toe - \$50

Limit of liability any one accident \$5,000

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DEFERRAL PERIOD / EXCESS

Weekly Accident Benefit - 7 days
Domestic Home-Help (Non Income Earners) - 7 days
Student Tutorial - 7 days

AGE LIMIT

It is hereby declared and agreed that General Condition and Limitation 18 is amended to read as follows:

18. All cover under this Policy shall cease upon Your attaining the age of one hundred (100) years unless otherwise indicated on the Schedule.

PARENTS INCONVENIENCE BENEFIT

We will reimburse an Insured Person(s) for non-medical expenses incurred directly relating to Injury.

For the purposes of Parent's Inconvenience Benefit only, non-medical expenses includes items such as transportation and accommodation costs certified as necessary by the Insured Person(s) medical practitioner. Non-medical expenses do not include wages lost by any Insured Person(s).

No compensation shall be payable should there be any amount payable for Weekly Injury Benefits.

The benefits payable for Parents Inconvenience Benefit shall be limited to \$1,500 per claim.

HOME RENOVATION BENEFIT

If, as a direct result of an Injury, an Insured Person(s) has a valid claim under Events 2 to 7 of Section 1 – Lump Sum Benefits, and the Insured Person(s) is required to renovate his or her Normal Place of Residence, for the purpose of normal daily living (ie washing, cooking, bathing and dressing) We will pay 80% of costs incurred for the installation of necessary items including but not limited to ramps, guide rails, alarm systems and similar household aids.

The benefits payable for Home Renovation Benefit shall be limited to \$10,000 per claim.

DEPENDANT CHILDREN ALLOWANCE

We will pay all reasonable costs incurred by the Dependent Children of an Insured Person(s) as a direct result of an Injury to the Insured Person whilst the Insured Person(s) is undergoing treatment for an Injury covered under this Policy.

Dependent Children means the unmarried children under the age of (nineteen) 19 who are still living at home, or under twenty-five (25) years of age and engaged as a full time student at an accredited institution of higher learning, and are entirely dependent on the Insured Person(s) at the time of the loss. Dependent Children extends to include step or legally adopted children.

The benefits payable for Dependent Children's Allowance shall be limited to \$500 per claim.

BED CARE

In the event an Insured Person(s) is necessarily confined to a bed after an Injury and their confinement is certified as necessary by their attending medical practitioner and they require the continuous care of a registered nurse, who is not related to the Insured Person(s) or a member of the Insured Person's family We will pay the costs incurred in relation to hiring the registered nurse.

For the purposes of this Benefit We will not pay for any claim whereby the Insured Person(s) is confined to a bed in any institution used as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for the care of alcohol or drug addicts.

The benefit payable for Bed Care benefit shall be limited to \$300 per week for an aggregate period of fifty- two (52) weeks after the expiry of the Excluded Period of Claim specified in the Policy Certificate.

REHABILITATION BENEFIT

We will pay all reasonable costs incurred for the rehabilitation of an Injury which have been incurred following a referral from a medical practitioner to a rehabilitation provider including but not limited to a gymnasium, Pilates studio or physical trainer.

In addition to this We will pay the expenses incurred for tuition or advice from a licensed vocational school provided such tuition is undertaken with the Company's prior written agreement and deemed required by the Insured Person(s) regular medical practitioner.

The benefits payable for Rehabilitation Benefit shall be limited to \$1,000 per claim. The annual aggregate limit of liability We shall pay is \$3,000.

Nil cover applies to persons aged 75 to 100 years.

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Level 4, 33 York Street
SYDNEY NSW 2000
GPO Box 4213, SYDNEY NSW 2001
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KIDNAPPING BENEFIT

If an Insured Person is Kidnapped during the Period of Insurance, whilst engaged in Authorised Activities on behalf of the Insured, We will reimburse You for Your Ultimate Net Loss, but not exceeding the amount of \$5,000 for any one Kidnapping.

Definitions:

KIDNAP means the actual or alleged taking away of an Insured Person against the Person's will, usually to hold the Person in false imprisonment without legal authority for the purpose of demanding Ransom.

IN MEMORIAM BENEFIT

The cover under this section provides for reasonable costs associated with observance of the death of an Insured Persons as organised and under the control of the Insured, to a maximum of \$1,000.

UNEXPIRED MEMBERSHIP BENEFIT

We will reimburse an Insured Person for a pro rata refund of the Insured Person's membership/registration fee to the Insured organisation from the date of bodily injury. The member must be deemed by their legally qualified medical practitioner to be unable to participate in the sport which the membership to the Insured Association is related to for the remainder of the season and this must be as a result of an injury covered by this policy.

TOP UP BENEFITS

It is hereby declared and agreed that the following Top Up benefits are to apply for the period 1st of October 2016 to 28th February 2017 for the Nominated 110 Members & 80 Players with contracts.

Weekly Injury Benefits;

Benefit A – Excludes any income derived from playing, endorsing or promoting baseball and/or any sponsorship arrangements;
80% to \$1,000 Per Week/14 Day Excess Benefit Period 52 Weeks

Benefit B – Applies to income derived from an ABL contract
80% to \$500 Per Week/14 Day Excess;

Non Medicare Medical Costs;
80% up to a maximum of \$5,000

TRAUMA COUNSELLING

If an Insured Person is involved in a traumatic incident where it is recommended by a medical practitioner that trauma counselling is necessary due to the incident We will pay up to \$500 per Insured Person to a maximum of \$10,000 per incident.

ANNUAL AGGREGATE DEDUCTIBLE

It is hereby declared and agreed that an Annual Aggregate Deductible of \$75,000 is payable as agreed.

Payments will be made each and every quarter, allowing the insurer to pay claims as and when they occur during the policy period.

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Accident & Health International Underwriting Pty Ltd
GROUP PERSONAL ACCIDENT AND/OR SICKNESS
Product Disclosure Statement (PDS) and Wording

This Product Disclosure Statement (PDS) contains two parts:

- Important information – contains general information about your Group Personal Accident and/or Sickness policy; and
- The Group Personal Accident and/or Sickness policy – contains terms and conditions of your insurance policy.

To assist you to locate specific terms in this PDS, a table of contents is provided.

Please read this PDS before applying for insurance.

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

If you need more information about this PDS or your policy, please contact your insurance adviser.

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IMPORTANT INFORMATION

Accident & Health International (A & H International)

Accident & Health International Underwriting Pty Limited, ABN 26 053 335 952, AFS Licence no. 238261, is an underwriting agency specifically created to provide Personal Accident, Medical and Travel insurance. They have been in operation since March 1998 and act on behalf of CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, with full authority to quote and issue contracts of insurance, collect premiums and pay claims.

If you have any queries about this policy you should contact A & H International. Their contact details are in this document.

The Insurer

The Insurer of the Policy is CGU Insurance Limited.

What is a Product Disclosure Statement

This Product Disclosure Statement (PDS) contains information about the policy including the benefits and conditions, your rights as a client and other things you need to know to assist you to make an informed decision when choosing your insurance.

In this PDS:

- 'We', 'Our' or 'Us' means CGU Insurance Limited.
- 'You' means the person who will be named in the policy schedule as the insured and any person nominated by you from time to time for the insurance cover selected by you and for which the premium has been paid. The type of cover chosen will be shown on the policy schedule.

What The Policy Consists Of

Your policy consists of:

- this printed Group Personal Accident and/or Sickness Policy Document which sets out details of your cover and its limitations, and
- a schedule, approved by us, which sets out who is insured, the cover(s) selected, the period of insurance, the limits of liability, excesses and other important information. This is referred to as the Schedule/Schedule of Benefits in this policy document.

You should carefully read and retain your insurance policy document and current schedule. These documents should be read together as they jointly form the contract of insurance between you and us. Any new or replacement schedule we may send you, detailing changes to your insurance or the period of insurance, will become the current schedule, which you should carefully read and retain.

Our Agreement With You

We will insure you for:

- injury and/or sickness as a result of one or more of the insured events, and
- the other benefits, as set out in this policy occurring during the period of insurance.

This cover will be given on the basis:

- that you have paid or agreed to pay us the premium for the cover you selected when you applied for cover and which the current schedule indicates is in force,
- of the verbal and/or written information provided by you which you gave after having been advised of your Duty of Disclosure either verbally or in writing. If you failed to comply with your Duty of Disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or we may cancel your policy. If you have told us something which is fraudulent, we also have the option of voiding your policy from the effective date stated in the current schedule. For your assistance we have provided a full explanation of your Duty of Disclosure and the consequences of non-disclosure, under the heading "Your Duty of Disclosure", on page 4.

Choosing The Most Suitable Cover

You can choose one of the following types of insurance cover, which are explained below. The type of insurance cover you choose will be set out on your policy schedule.

Group Personal Accident (GPA)

We will pay you the benefit set out in your policy schedule if you suffer an Injury resulting from an accident during the currency of the policy. The Injury suffered must:

- be one of the type set out in the Insured Events table in this wording, and
- arise within twelve (12) calendar months from the date of the accident.

We will insure you for a period of up to 104 weeks, depending upon your age and the cover you have chosen. The details will be set out on your policy schedule.

We will insure you against Injury for:

- defined events 1-19 in the schedule
- a weekly accident benefit (temporary disablement Events 20 and 21)
- Broken Bones Event 22

There is no cover for Sickness if you insure under a Group Personal Accident policy.

Group Personal Accident & Sickness (GPA&S)

We will insure you for an Injury (as detailed above) and include a weekly Sickness benefit, (Temporary Disablement Events 23 & 24).

We will insure you for a period of up to 104 weeks, depending upon your age and the cover you have chosen. The details will be set out on your policy schedule.

The Most We Will Pay

The most we will pay for all claims under this Policy during any period of insurance is set out under the Limit of Liability in the policy schedule. Once the Limit of Liability has been paid, you will need to pay us further premium to reinstate the policy cover.

The Cost of Your Policy and Paying For Your Insurance

The cost of your policy will be shown on the quotation provided, once all required information has been received. The cost of your policy is calculated based on age, occupation, claims experience and other information relative to the particular risk. For example, your involvement in an amateur sport such as martial arts.

The cost of the policy is made up of premium, government taxes such as Goods & Services Tax (GST) and Stamp Duty, where applicable.

Your Duty of Disclosure

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

The Act imposes a different duty the first time you enter into the policy with us to that which applies when you vary, renew, extend, reinstate or replace your policy. We set these two duties out below.

Your Duty of Disclosure when you enter into this policy with us for the first time:

You will be asked various questions when you first apply for this policy. When you answer these questions, you must:

- give us honest and complete answers,
- tell us everything you know, and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

Your Duty of Disclosure when you renew, vary, extend, reinstate or replace your policy:

When you renew, vary, extend, reinstate or replace the policy your duty is to tell us before the renewal, variation, extension, reinstatement or replacement is made, every matter known to you which:

- you know, or
- a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy.

What you do not need to tell us for either duty:

You do not need to tell us about any matter:

- that diminishes our risk,
- that is of common knowledge,
- that we know or should know as an insurer, or
- that we tell you we do not need to know.

Who do the above two duties apply to? Everyone who is insured under the policy must comply with the relevant duty. What happens if you or they do not comply with either duty? If you or they do not comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

Renewal Procedure

Before this policy expires we will normally offer renewal by sending a renewal invitation advising the amount payable to renew this policy. It is important that you check the information shown before renewing each year to satisfy yourself that the details are correct.

Taxation Implications

A claim paid in respect of weekly disability benefits is subject to personal income tax. For example, a payment under Insured Event 20 is subject to income tax and it is your responsibility to declare such benefit when completing your usual tax return.

Consult a tax consultant if you have any questions about the particular circumstances.

Making A Claim and Your Excess (Deferral Period)

An excess or deferral period may apply if you make a claim under this policy. An excess is the amount you pay when you make a claim. We may charge an excess depending on your age, occupation and the extent of cover chosen. The amount of any excess will be shown on your policy schedule.

If you need to make a claim please send a written notice of claim to A & H International within thirty (30) days of the date of the Injury or sickness occurring. A & H International will send you a copy of their claim form which will need to be fully completed. We will not be responsible for any payments under the policy unless this form is fully completed and returned. Any costs involved in the collection of information for the form are your responsibility.

You need to ensure that you have seen a qualified medical practitioner as soon as possible after the Injury as your benefits will only be paid from the date you first seek medical attention.

At any time after a claim has been lodged we may:

- request you to undergo medical or related examinations. In the event of death, we may require an autopsy;
- conduct enquiries into the circumstances of the claim;
- request your attending doctor or specialist to provide a progress report.

This will be at our expense.

Any payments under this policy will be to you or, in the event of your death, your legal representative.

Cooling-Off

If you decide that you do not want the policy, you have a cooling off period of twenty-one (21) days from the date the policy was issued to cancel the policy. You must tell Us in writing that you wish to cancel the policy and we will repay the premium.

You cannot use this cooling-off period if the policy has already expired or if you have made a claim under it.

Dispute Resolution

We and A & H International will do everything possible to provide a quality service to you. If you have any concern or complaint A & H International staff are always available to listen to you and to help where they can.

If, after talking to a staff member, you wish to take the matter further, A & H International has a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to you within fifteen (15) working days. Please contact the Disputes Resolution Manager – see contact details in this Product Disclosure Statement.

If you are not happy with any decision and it relates to a claim, you may take your complaint to the Financial Ombudsman Service Limited (FOS), an independent and external dispute resolution body subject to eligibility. Access to the FOS process is free of charge to you.

Please contact A & H International if you would like further information about the FOS or contact:

Financial Ombudsman Service Limited
GPO Box 3
Melbourne VIC 3001
Telephone: 1300 780 808
Email: info@fos.org.au
Web: www.fos.org.au

Privacy

We are committed to protecting your privacy. We use the information you provide us to quote on your application for a policy, to provide the insurance, administer the policy and assess and manage any claims. We only provide personal information to our underwriters and reinsurers (and their representatives) and those we appoint to assist us with claims under your policy.

If you do not provide us with full information, we cannot properly quote for your insurance and we cannot insure you. You can check the personal information we hold about you at any time. Such application should be directed to A & H International in writing where it will be considered by their internal Privacy Disputes Department.

If you provide us with personal information about anyone else, we rely on you to have their consent if you will be providing their information to us, and that you have told them to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

For more information about A & H International's Privacy Policy, please visit A & H International's website to obtain a copy: www.acchealth.com.au

Updating the PDS

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided in this policy document. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this policy, we will provide you with a new PDS or a supplementary PDS.

Intermediary Remuneration

CGU Insurance Limited pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary, you should ask your intermediary.

Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the event that CGU Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at www.apra.gov.au and the APRA hotline on 1300 131 060.

Code of Practice

CGU Insurance Limited is 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 is available on request.

Contact Details

Accident & Health International Underwriting Pty Limited
ABN 26 053 335 952
AFS Licence No: 238261
Level 4, 33 York Street
SYDNEY NSW 2000

Telephone: (02) 9251 8700
Fax: (02) 9251 8755
Website: www.acchealth.com.au
Email: enquiries@acchealth.com.au

The Insurer

CGU Insurance Limited
ABN 27 004 478 371
AFS Licence No: 238291
388 George Street
SYDNEY NSW 2000

Telephone: 131532
Website: www.cgu.com.au

This Product Disclosure Statement was prepared on 1st January 2011. A&H International are authorised to distribute this Product Disclosure Statement.

GROUP PERSONAL ACCIDENT AND SICKNESS POLICY

IMPORTANT NOTICE

Accident & Health International Underwriting Pty Ltd (hereinafter called A & H International) gives notice that this contract has been effected under an Authority, given to A & H International by The Company. A & H International has entered into the Contract as an agent of The Company and not an agent of the Insured. A commission is payable by Us to A & H International for arranging the insurance.

All cover under this Policy is subject to:

1. The Payment of premium;
2. The terms and conditions contained in this Policy Document and in the Schedule;
3. The limits of liability referred to in the Policy.

Subject to the terms, conditions, exclusions and limitations contained in this Policy, this Policy provides cover for Disablement caused by Injury only or by Injury and Sickness and Benefits are payable in the circumstances set out in the Policy. The particular cover which applies to You and which You selected when You applied for this insurance is referred to in the schedule which forms part of this Policy.

If You are not entirely satisfied with this Policy You may cancel it by returning it to Us within twenty-one (21) days of the date of receipt. We will refund Your premium and the Policy will be treated as though it never existed.

IMPORTANT DEFINITIONS

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

DEFERRAL PERIOD is the period stated in the Schedule during which no Benefits are payable for Temporary, Total or Partial Disablement.

SALARY means

1. Your Guaranteed Income for the twelve (12) months following the Injury or Sickness;
2. If You have no Guaranteed Income for the twelve (12) months following the Injury or Sickness, then the average of Your Income (as defined) for the preceding twelve (12) months or over such shorter period provided You have been continuously employed or engaged in Your occupation or business for a period of at least three (3) months.
3. If you do not meet 1 or 2 above, then your salary shall be Nil.

GUARANTEED INCOME means Your Income that you can prove or substantiate.

INCOME means

1. If You are an employee, Your gross weekly rate of pay exclusive of bonuses, commission, overtime payments and any allowances;
2. If You are not an employee, Your gross weekly Income derived from personal exertion after deducting any expenses necessarily incurred by You in deriving that Income.

INJURY means bodily Injury resulting from an accident which is an external event that occurs fortuitously to the Insured Person during the Period of Insurance and results in any of the Insured Events specified in the Table of Benefits within twelve (12) calendar months from the date thereof. Injury does not include:

- a. any consequences of an Injury which are ordinarily described as being a disease including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
- b. an aggravation of a pre-existing Injury;
- c. any other Pre-Existing Condition;
- d. any degenerative condition.

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 Benefits.

PERIOD OF INSURANCE means the period stated in the Schedule.

PERMANENT in relation to disablement means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

TOTAL DISABLEMENT means disablement which entirely prevents You from engaging in Your usual occupation or employment, or any other occupation or employment for which You are suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of Your life.

PRE-EXISTING CONDITION means:

1. in respect of Injury:
a condition with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the inception of his or her Policy.
2. in respect of Sickness:
 - i. a condition or side-effect with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the inception of his or her Policy. If any form of cancer is a Pre-Existing Condition, then there is no cover for cancer or cancer-related conditions.
 - ii. a condition caused by a Pre-Existing Condition.

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

ARRANGEMENT DATE is the date cover was arranged by Us.

SCHEDULE includes any current Schedule or renewal or variation of this Policy.

SICKNESS means illness or disease which is not a Pre-Existing Condition and which must continue for a period of not less than seven (7) days from the date You first sought treatment for the Sickness from a legally qualified medical practitioner.

TEMPORARY PARTIAL DISABLEMENT means disablement which entirely prevents You from carrying out a substantial part of the duties normally undertaken by You in connection with Your usual occupation or employment.

TEMPORARY TOTAL DISABLEMENT means disablement which entirely prevents You from engaging in Your usual occupation or employment.

INSURER means CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, of 388 George Street, Sydney, New South Wales, 2000, Australia

A & H INTERNATIONAL means Accident & Health International Underwriting Pty Ltd, ABN 26 053 335 952, AFS Licence No. 238261, of Level 4, 33 York Street, Sydney, New South Wales, 2000, Australia.

YOU/YOUR is the Insured Person named in the Schedule. If the Insured is not the Insured Person, then YOU/YOUR in connection with the payment of premium, the General Conditions and receipt of Benefits means the Insured and in connection with the circumstances in which entitlement to Benefits arise means the Insured Person.

THE COMPANY means CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, of 388 George Street, Sydney, New South Wales, 2000, Australia, a company duly incorporated under the laws of Australia and registered in New South Wales, Australia.

WE/OUR/US means CGU Insurance Limited.

EXTENT OF COVER

If, as a result solely and directly of:

1. Injury, You suffer from Temporary Total Disablement or any of the following Insured Events set out in the Table of Benefits;
2. Sickness, You suffer from Temporary Total Disablement;

We will pay the compensation set out in that Table. However, all Insured Events including Disablement must occur within twelve (12) months of the Injury or Sickness (as the case may be).

TABLE OF BENEFITS

INSURED EVENTS

THE COMPENSATION

being a percentage of the Sum Insured or the Sum Insured stated in the Schedule

Injury resulting directly in:

| | | |
|--|------|--|
| 1. Death | 1. | 100% |
| 2. Permanent Total Disablement | 2. | 100% |
| 3. Permanent and incurable paralysis of all limbs | 3. | 100% |
| 4. Permanent Total Loss of sight of both eyes | 4. | 100% |
| 5. Permanent Total Loss of sight of one eye | 5. | 100% |
| 6. Permanent Total Loss of use of two limbs | 6. | 100% |
| 7. Permanent Total Loss of use of one limb | 7. | 100% |
| 8. Permanent and incurable insanity | 8. | 100% |
| 9. Permanent Total Loss of hearing in | | |
| a. both ears | 9a. | 80% |
| b. one ear | 9b. | 20% |
| 10. Permanent Total Loss of four fingers and thumb of either hand | 10. | 80% |
| 11. Permanent Total Loss of the lens of one eye | 11. | 60% |
| 12. Permanent Total Loss of use of four fingers of either hand | 12. | 50% |
| 13. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body | 13. | 50% |
| 14. Permanent Total Loss of use of one thumb of either hand | | |
| a. both joints | 14a. | 30% |
| b. one joint | 14b. | 15% |
| 15. Permanent Total Loss of use of fingers of either hand | | |
| a. three joints | 15a. | 10% |
| b. two joints | 15b. | 7.5% |
| c. one joint | 15c. | 5% |
| 16. Permanent Total Loss of use of toes of either foot | | |
| a. all - one foot | 16a. | 15% |
| b. great - both joints | 16b. | 5% |
| c. great – one joint | 16c. | 3% |
| d. other than great, each toe | 16d. | 1% |
| 17. Fractured leg or patella with established non-union | 17. | 10% |
| 18. Shortening of leg by at least 5cm | 18. | 7.5% |
| 19. Permanent Total Disablement not otherwise provided for under Insured Events 9 to 18 inclusive | 19. | Such percentage of the Sum Insured as We shall in Our absolute discretion determine and being in Our opinion not inconsistent with the compensations provided under Insured Events 9 to 18 inclusive. The maximum amount payable is fifty thousand (\$50,000) dollars. |

TABLE OF BENEFITS

INSURED EVENTS

THE COMPENSATION being a percentage of the Sum Insured or the Sum Insured stated in the Schedule

| | |
|--|---|
| 20. Temporary Total Disablement caused directly and solely by Injury | 20. During such Disablement, the Weekly compensation as specified or 85% of Your Salary as defined whichever is the lesser. |
| 21. Temporary Partial Disablement caused directly and solely by Injury | 21. 40% of the amount payable for Insured Event 20. |
| 22. Broken Bone Benefits caused directly and solely by Injury | |
| a. Neck or spine (full break) | 22a. \$2,000 |
| b. Hip, pelvis | 22b. \$500 |
| c. Skull, shoulder blade | 22c. \$200 |
| d. Collar bone, upper leg | 22d. \$200 |
| e. Upper arm, kneecap, forearm, elbow | 22e. \$150 |
| f. Lower leg, jaw, wrist, cheek, ankle, hand, foot | 22f. \$100 |
| g. Ribs | 22g. \$100 |
| h. Finger, thumb, toe | 22h. \$50 |
| Maximum compensation any one accident | \$2,000 |
| 23. Temporary Total Disablement caused directly and solely by Sickness | 23. During such Disablement, the Weekly compensation as specified or 85% of Your Salary as defined whichever is the lesser |
| 24. Temporary Partial Disablement caused directly and solely by Sickness | 24. 40% of the amount payable for Insured Event 23. |

An Example of a claim under Death & Capital Benefits, Events 1-19:

If an Insured Person selected \$50,000 sum insured for Death & Capital Benefits Events 1-19 and suffered an injury resulting directly in death (Insured Event 1) the benefit received would be 100%, equalling \$50,000.

Should an Insured Person suffer an injury resulting in permanent total loss of four fingers of either hand (Insured Event 12), the benefit received would be 50%, equalling \$25,000.

ADDITIONAL BENEFITS

1. Exposure

If as a result of an Injury occurring during the Period of Insurance You are exposed to the elements and suffer from any of the Insured Events set out in the Table of Benefits as a direct result of that exposure, We will pay compensations accordingly.

2. Disappearance

If You disappear following the disappearance, sinking or wrecking during the Period of Insurance of a conveyance in which You were then travelling and Your body has not been found within one (1) year after the date of disappearance, We will pay a compensation on the assumption that You died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance.

GENERAL CONDITIONS AND LIMITATIONS

1. Compensation shall not be payable for more than one of the Insured Events 1-19 in respect of the same Injury, in which case the highest compensations will be payable.
2. Any compensation payable for Insured Events 1-19 shall be reduced by any sum already paid for Insured Events 20 and 21 in respect of the same Injury.
3. Compensation payable to Insured Persons under eighteen (18) years of age for Insured Events 1-19 shall be 10% of the minimum Sum Insured stated in the Table of Benefits unless otherwise specified.
4. Weekly compensation for Temporary Total Disablement shall be limited to the Sum Insured stated in the Schedule or 85% of Your Salary, whichever is the lesser. If You receive benefits from any other source Our payments will be reduced by those benefits and We will pay the difference up to 85% of Your Salary. If You redeem or commute or settle your entitlement to benefits/income from any other source, Our payments under this Policy will immediately cease.
5. We will pay one-seventh (1/7th) of the Weekly compensation for each day of Disablement where Disablement lasts for less than a week. However, no compensations are payable for Temporary Total Disablement resulting from Sickness unless You have been disabled for not less than seven (7) consecutive days.
6. The Weekly compensation payable for Temporary Total Disablement shall be reduced by the amount of any Workers' Compensation entitlement or any other payment which You are entitled to receive from any insurance policy.
7. No Weekly compensation shall be payable for Disablement during the Deferral Period.
8. No further compensation will be payable under this Policy and all cover under this Policy will cease if:
 - 8.1 You become entitled to the payment of a Sum Insured being 100% of the Sum Insured stated in the Schedule;
 - 8.2 You become entitled to the payment of Weekly compensation for the maximum period stated in the Schedule. The maximum period is one hundred and four (104) weeks from the date You first become entitled to the payment of weekly compensation except for persons sixty (60) years and over where the benefit period is fifty-two (52) weeks. Should You become entitled to weekly compensation at the age of fifty-nine (59) Your benefit period ceases when You turn sixty-one (61). The benefit period ceases at the expiration of the maximum period. The maximum period commences from the time You first sought medical attention following Injury or Sickness.
 - 8.3 You become entitled to both a Sum Insured as stated in the Schedule and Weekly compensations and You are paid 100% of the Sum Insured stated in the Schedule and Weekly compensations for the total period stated in the Schedule.
9. No compensations are payable unless as soon as possible after the happening of any Injury or Sickness You obtain and follow medical advice from a legally qualified medical practitioner. Your benefit commences from the time You first sought medical attention following your Injury or Sickness.
10. You must give Us immediate written notice if You take out any other insurance with any insurer providing for weekly compensations of a similar kind which, together with this insurance, will exceed Your Earnings.
11. Written notice of claim must be given to Us within thirty (30) days after the occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible.
12. Upon receipt of a notice of claim, We shall submit Our usual claim form for completion. We shall not be liable to make any payment under this Policy unless the claim form is properly completed and all information reasonably required by Us has been furnished at Your expense.

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13. The benefits of this policy depend on You or any person covered by this policy giving Us any reasonable information and help We require. This includes giving Us written statements of documents We consider relevant. We may also require You or any person covered by this policy to attend Court to give evidence. You must help Us even when We have paid Your claim. If You do not co-operate Your payments may be suspended.
 14. We may at Our own expense conduct any medical examination or examinations or arrange for an autopsy to be carried out. We may also at any time during Your claim ask for further information or appoint a person to conduct further enquiries into the nature and circumstances of the claim.
 15. We may request a progressive claim form be completed by Your attending physician or specialist.
 16. No action at law shall be brought to recover on this Policy prior to the expiration of sixty (60) days after Our reasonable requirements in connection with a claim have been met. No such action shall be brought after the expiration of three (3) years after the date of the Injury or Sickness (as the case may be) giving rise to the claim.

No action at law or equity shall be brought or maintainable unless and until the parties have first participated in a formal mediation process before a mediator appointed by agreement or failing that by the president of the law society of that state the claimant ordinarily resides. The costs of any mediator shall be borne equally by the parties.

17. This Policy may be cancelled by You at any time by giving Us written notice, in which case We shall retain a proportion of the premium calculated at Our usual short-term rates for the time the Policy has been in force. We may cancel this Policy in accordance with the provisions of the Insurance Contracts Act. Upon cancellation by Us, We shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.
18. All cover under this Policy shall cease upon Your attaining the age of sixty-five (65) unless otherwise indicated on the Schedule.
19. All Weekly compensations shall be paid monthly in arrears.
20. All compensations shall be paid to You, or in the case of Your death, to Your legal personal representative.
21. If a sum is shown in the Schedule as being the Aggregate Limit of Liability, We shall not be liable to pay compensations under this Policy totalling in all more than the Aggregate Limit of Liability Sum Insured for all claims arising under this Policy during the Period of Insurance shown in the Schedule, including any current Schedule.
22. Any claim or benefit paid under this policy will be paid in the same currency as premium quoted.

EXCLUSIONS

No compensations are payable under this Policy for any Insured Event resulting from Injury or Sickness:

1. which is deliberately self-inflicted or caused by You, including suicide or attempted suicide whether sane, insane or under any mental distress;
2. which occurs as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority;
3. which results from You engaging in air travel except as a passenger in any properly licensed aircraft;
4. which results from You engaging in or taking part in naval, military or air force service or operations;

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5. which results from You engaging in or taking part in or training for professional sports of any kind;
 6. which is attributable wholly or partly to childbirth or pregnancy or the complications of these;
 7. which 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 fuel or nuclear waste from the combustion of nuclear fuel;
 8. which is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
 9. which results from a criminal or illegal act committed by You;
 10. which results from You being under the influence of alcohol or an illegal drug or there is more alcohol or drugs in Your blood than the law permits;
 11. which results from You directly or indirectly suffering from stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder;
 12. which results from any Pre-Existing Condition (as defined);
 13. where You receive sick leave payments;
 14. which results from any code of football.
 15. which results from losses arising from nuclear, chemical or biological terrorism. terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:
 - a. influence a government or any political division within it for any purpose, and/or
 - b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose;
 16. which results from racing and/or time trials of any form, other than on foot.

GOVERNING LAW AND JURISDICTION

This policy shall be governed and construed in accordance with the laws of Australia. Any dispute under this policy shall be resolved in accordance with the laws of Australia.