

**Sports Personal Accident Product Disclosure  
Statement (PDS) and Policy Wording**



**Liberty**  
International  
Underwriters

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## Table of Contents

Product Disclosure Statement	1
Policy Wording	6
Our Agreement	6
General Definitions	6
General Exclusions	10
General Conditions	11
How to make a Claim	13
Table of Benefits	15
Additional Benefits	19
Special Conditions	22

**For contact details of our claims provider please see How to make a Claim in the policy or, scan this code and save the details to your smart phone**



## Product Disclosure Statement

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### About LIU

Liberty International Underwriters (LIU) is part of the Boston-based Liberty Mutual Insurance Company, a leading global insurer, established in 1912. Headquartered in Sydney, LIU began its operation in Australia in 1999, and has since established offices in Brisbane, Melbourne, Adelaide and Perth.

LIU is authorised and regulated in Australia by the Australian Prudential Regulation Authority to conduct general insurance business.

**Our** contact details are as follows:

#### **Sydney:**

Level 38, Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000  
Phone: +61 2 8298 5800  
Fax: +61 2 8298 5888

#### **Melbourne:**

Level 20, 600 Bourke Street  
Melbourne VIC 3000  
Phone: +61 3 9619 9800  
Fax: +61 3 9619 9888

#### **Adelaide:**

Level 12, 25 Grenfell Street  
Adelaide SA 5000  
Phone: +61 8 8124 8500  
Fax: +61 8 8124 8588

#### **Brisbane:**

Level 17, AMP Gold Tower, 10 Eagle Street  
Brisbane QLD 4000  
Phone: +61 7 3235 8800  
Fax: +61 7 3235 8888

#### **Perth:**

Level 46, Central Park Tower  
152-158 St Georges Tce  
Perth WA 6000  
Phone: +61 8 6188 9500  
Fax: +61 8 6188 9588

More information can be found at **our** website:

[www.liuaustralia.com.au](http://www.liuaustralia.com.au)

### About this Product Disclosure Statement?

This Product Disclosure Statement (PDS) is a legal document that contains important information to assist **you** in understanding the coverage provided by the **policy** and to help **you** make an informed choice about purchasing it.

This PDS and the **policy** contains general information only, it does not consider **your** personal needs or circumstance. Please read this PDS and the **policy** carefully before deciding to purchase this product to ensure it meets **your** needs.

This PDS, the **policy** and any other written documents **we** tell **you** forms part of the **policy**, together form **your** LIU Sports Personal Accident Insurance contract.

The preparation date for this PDS is 1 June 2018.

Every now and again **we** may need to update the PDS (where permitted or required by law). If this happens a new PDS or a Supplementary PDS will be sent to **you**.

### Who issues your Policy?

This **policy** is issued by Liberty International Underwriters. Liberty International Underwriters is a trading name of Liberty Mutual Insurance Company (ABN 086 083 605), incorporated in Massachusetts, U.S.A. (the liability of members is limited).

### Your Insurance Broker

**We** distribute LIU Sports Personal Accident Insurance solely through insurance brokers. Please do not hesitate to contact **your** insurance broker should **you** have any questions or concerns about whether this PDS or the **policy** is right for **you**.

**Your** insurance broker will help **you** determine which insurance is right for **you** and will guide **you** through the purchase process and the claims process if **you** need to make a claim. **Your** insurance broker acts as **your** agent when dealing with **us**.

**Your** insurance broker's details are set out on the **policy schedule**.

### Duty of Disclosure

Before **you** enter into an insurance contract with **us**, **you** have a duty of disclosure under section 21 of the *Insurance Contracts Act 1984 (Cth)*, to disclose to **us** every matter that **you** know, or could reasonably be expected to know, is relevant to **our** decision whether to accept this insurance risk and if so, on what terms. This duty of disclosure applies until the commencement of the **policy**.

**You** have the same duty to disclose those matters to **us** before **you** renew, extend, vary or reinstate a contract of insurance.

**Your** duty however does not require disclosure of any matter:

that diminishes the risk to be undertaken by **us**;

that is of common knowledge;

that **we** know or should know in the ordinary course of the insurance business; or

where **we** waive **your** duty of disclosure.

If **you** fail to comply with **your** duty of disclosure, **we** may be entitled to reduce the amount **we** would pay **you** if **you** make a claim, cancel **your** insurance contract, or both.

If **your** non-disclosure is fraudulent, **we** may refuse to pay **your** claim and treat the contract as if it never existed.

### The Meaning of Certain Words

**You** will note that throughout this PDS and the **policy** some words are in bold. **We** are highlighting these words as they have special meanings within this PDS and the **policy**. **We** have defined these words in the General Definitions commencing on page 6.

### Other Important Matters Relating To Your Policy

#### Applicable Law

**We** may be prohibited by law from providing cover where economic or trade sanctions or other laws or regulations apply to **us**, **our** parent company or its ultimate controlling entity.

#### Medicare or Private Health Insurance

**We** are prohibited by law from providing cover where an **insured person** is eligible for benefits under Medicare or private health insurance laws or regulations in Australia.

### Tax Implications

If **you** are a business and registered for GST **you** will need to disclose to **us your**:

1. Australian Business Number (ABN); and
2. The percentage of any input tax credit **you** are entitled to for **your premium** and/or for things covered by this **policy** when making a claim.

If **we** agree to pay a claim under the **policy we** will adjust the settlement amount to allow for **your** input tax credit entitlement.

If **you** become aware of the fact that **you** are required to be registered for GST **you** will disclose this fact to **us** before the settlement of any claim.

If **you** are not a business and are making a personal claim on the **policy** it is **your** or the **insured person's** responsibility to declare any **benefits** received that should be declared when completing **your** personal tax return (for example, loss of **income benefits**).

Please see **your** tax advisor for information relating to **your** specific circumstances.

All **policy** limits and sums insured set out on the **policy schedule** are inclusive of GST unless **we** have specifically told **you** otherwise.

### Group Insurance Policies

This is a group insurance **policy**. **Insured persons** may be eligible to claim under the **policy** provided, at the time loss or damage occurs, the applicable eligibility criteria and **policy** Conditions specified in the **policy** are met.

It is very important that **you** ensure a copy of this PDS, and the **policy** are made available to each **member** or **employee** of **your** organisation if **you** are obtaining Sports Personal Accident Insurance for the benefit of them.

### Cooling-Off Period

**You** have twenty-one (21) days to consider the information contained in this PDS and the **policy**. This is **your** cooling-off period. Provided a claim has not been made on the **policy**, **you** have the right to cancel the **policy** and obtain a full refund of the **premium** paid within the cooling-off period.

To exercise this right **you** must notify **us** in writing within twenty-one (21) days from the date **your policy** takes effect.

After the cooling-off period please refer to the section "Cancelling Your Policy Before it Expires" to understand **your policy** cancellation rights.

### **Cancelling Your Policy Before it Expires**

**You** may cancel this **policy** at any time by notifying **us** in writing. The cancellation will take effect from 4:00pm on the day **we** receive **your** written notice of cancellation or such time as may be otherwise agreed.

**We** may cancel the **policy** or any part thereof, for any of the reasons set out in section 60 of the Insurance Contracts Act 1984 (Cth) and in accordance with section 59 of the Insurance Contracts Act 1984 (Cth).

If the **policy** is cancelled by **you** or by **us** outside the cooling off period, **we** will refund the **premium** for the **policy** less a pro-rata proportion of the **premium** to cover the period for which insurance applied, less 15% for our administration costs and any non-refundable government taxes and charges. If the **sport** of the **insured** is one that is seasonally based, **we** shall not provide any refund of **premium** if the **policy** is cancelled after 6 months from the date **your** policy takes effect. **We** will not refund any **premium** if **we** have paid a claim or **benefit** to **you** or an **insured person** under the **policy**. If **we** cancel **your policy** due to fraud, **we** will not refund any money to **you**.

### **Premium**

When a policy of insurance is purchased a **premium** is required to be paid. In calculating the **premium** for the **policy** **we** take into account a range of factors including, but not limited to:

- ✓ the number of persons to be insured – be that members and/or teams;
- ✓ the **sport** as declared to **us**;
- ✓ previous insurance history;
- ✓ the limits, terms and conditions and **excesses** chosen.

The **premium** will vary depending on the information **you** give **us** in relation to the risks and any additional options to be covered. The higher the risk and the more cover required, the higher the **premium**.

**Your premium** will also include applicable government taxes and charges (e.g. GST and Stamp Duty) in relation to **your policy**. These amounts will be set out separately on the **policy schedule** as part of the total **premium** payable.

**We** will tell **you** what **premium** is payable, when it needs to be paid and how it can be paid when **you** apply for the Sports Personal Accident Insurance.

To ensure **your policy** provides the cover **you** have requested the **premium** **we** charge must be paid on time. In the event **you** don't pay the **premium** on time **we** have the right to cancel **your policy**.

If a valid claim is made on the **policy** prior to payment of **your premium** **we** reserve the right to deduct any outstanding **premium** from **your** claim payment.

### **Policy Excesses**

Some Parts of **your policy** may have an **excess** which is the amount **you** must first contribute towards each claim that is made under the **policy**.

The most **we** will pay for a claim is the sum insured set out on the **policy schedule** for the cover or Part **you** are claiming under, less any applicable **excess**.

For example, if **you** make a valid claim under Part E, Non Medicare Medical Expenses for \$1,000 the percentage of expenses is 90% and an **excess** of \$50 applies under the **policy** terms, **you** will contribute \$50 and **we** will pay \$850 in settlement of the claim. The calculation for this is  $\$1,000 * 90\%$ , less the **excess**.

In respect of Part C, Weekly Injury Benefit an **excess period** may apply. This is the time that an **insured person** must wait after seeing a **medical practitioner** prior to **us** paying any claim for loss of **income**. The **excess period** will be noted on the **policy schedule**.

### **Making a Claim**

By working closing with underwriters, brokers and clients, LIU's claims team provides a premier level of service, taking all reasonable steps to pay valid claims promptly.

If **you**, or, if **you** prefer, **your** insurance broker, to make a claim on **your** behalf, the details of what **you** must do for **us** to consider **your** claim are noted under "How to make a claim" on page 13.

Certain types of claims require **you** or an **insured person** to provide documentary evidence to **us** in support of the claim (for example, medical certificates, proof of earnings). Please ensure **you** retain copies of all documents that may be relevant to a claim in a safe place in case **we** need them to settle a claim with **you**.

## Privacy Notice

**We** are bound by the Privacy Act 1988 (Cth) and its associated Australian Privacy Principles when **we** collect and handle **your** personal information.

This notice provides some key information about **our** privacy practices in relation to personal information. For full details, please see **our** privacy policy.

**We** collect personal information in order to provide **our** services and products, manage claims and for purposes ancillary to **our** business. **We** may collect, use and disclose **your** personal information for those purposes. **Your** personal information may include sensitive information such as information or opinion about **your** health and/or medical records. Personal information is in some circumstances collected from third parties, such as health providers and insurance brokers.

**We** may disclose personal information to third parties involved in this process such as **our** related companies, reinsurers, agents, loss adjusters, health providers and other service providers.

**We** may store **your** information with third party cloud or other types of networked or electronic storage providers.

Third party providers may be located overseas including in the United States, Canada, United Kingdom, Singapore, Hong Kong and Malaysia.

**Your** information may be transferred to countries without comparable privacy laws if it is reasonably necessary to provide **you** with the products or services **you** seek from LIU. If **you** do not provide all of the personal information LIU or other relevant third parties require to offer or provide **you** with specific products or services, LIU may not be able to provide the appropriate type or level of service.

If **you** wish to gain access to or correct **your** personal information, make a privacy complaint, or if **you** have any query about how LIU collects or handles **your** personal information please write to LIU's Privacy Officer at:

- Level 38, Governor Phillip Tower  
1 Farrer Place, Sydney NSW 2000; or
- Email: [privacy.officer.ap@libertyiu.com](mailto:privacy.officer.ap@libertyiu.com).

To obtain a copy of LIU's privacy policy go to LIU's website ([www.liuaustralia.com.au](http://www.liuaustralia.com.au)) or request a copy from LIU's Privacy Officer at the above email or postal address.

## Dispute Resolution Process

**We** are committed to achieving the highest level of client service and satisfaction.

If **you** are dissatisfied with the way in which **your** claim is handled or the service that **you** receive, please tell **us**. To ensure that **we** can respond to **your** concerns, LIU has established a Dispute Resolution Process by which **we** strive to resolve all complaints in a fair, open and timely manner.

**Our** Dispute Resolution Process is divided into three (3) stages. Stage 1 is the First Review. Stage 2 is the Internal Dispute Resolution and Stage 3 is the External Dispute Resolution.

### Stage 1 – First Review

Should you wish to make a complaint, you can contact us in the following ways:

Email: [liuclaimscomplaints@libertyiu.com](mailto:liuclaimscomplaints@libertyiu.com)

Phone: 02 8298 5800

By Mail: Internal Dispute Resolution

Liberty International Underwriters

Level 38, Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000

**Your** Relationship Contact or relevant Claims Manager will respond to **your** complaint as soon as possible but will aim to respond within 15 business days of receipt of **your** complaint provided **we** have all the necessary information **we** need to complete any investigation required. More complex complaints may take a longer period of time to resolve. Should **we** need more information or time to resolve **your** complaint **we** will let **you** know. We will keep you informed about the progress of your complaint at least every 10 business days during Stage 1, unless you agree to extend that period.

### **Stage 2 - Internal Dispute Resolution**

If **your** Relationship Contact or relevant Claims Manager is unable to resolve **your** complaint, **you** may request the matter be referred to **our** Internal Dispute Resolution Representative for an independent internal review of **your** complaint.

**Our** Internal Dispute Resolution Representative will have appropriate experience, knowledge and authority to consider and resolve **your** complaint. They will aim to respond within 15 business days of the complaint being referred to them or if additional time is required to investigate or resolve **your** complaint they will discuss with **you** a reasonable alternative timeframe. We will keep you informed about the progress of your complaint at least every 10 business days during Stage 2, unless you agree to extend that period.

### **Stage 3 External Dispute Resolution**

If **our** Internal Dispute Resolution Representative is unable to resolve **your** complaint, **you** may refer your complaint to the Financial Ombudsman Service (FOS). FOS provides a free independent dispute resolution service for consumers who have disputes that fall within FOS' terms of reference.

Please contact FOS for further details:

Email: [info@fos.org.au](mailto:info@fos.org.au)

Phone: 1800 367 287

By Mail: Financial Ombudsman Services Limited  
(FOS)  
GPO Box 3, Melbourne Victoria 3001

Website: [www.fos.org.au](http://www.fos.org.au)

### **Financial Claims Scheme**

In the unlikely event of LIU becoming insolvent and not being able to meet its obligations under **your** Policy, **you** may be entitled to access the Financial Claims Scheme (FCS), provided **you** meet the eligibility criteria. APRA is responsible for the administration of the FCS. For further information please contact APRA online at: [www.apra.gov.au](http://www.apra.gov.au); or by phone: 1300 558 849.

## Policy Wording

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### Our Agreement

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This **policy** is a legal contract between **you** and **us** and it's made up of the **policy** wording and the **policy schedule**. The **insured** pays, or promises to pay, **us** the **premium** and provided the eligibility criteria are met at the time loss or damage occurred the **insured** or an **insured person** may be able to make a claim under the **policy**.

There are also:

- General Exclusions, which apply to any claim that is made: see page 10;
- General Conditions, which set out the responsibilities of the persons covered under this policy: see page 11;
- Special Conditions, which set out **your** responsibilities and/or those of the persons covered under this **policy**, when a claim is made: see page 22.

### General Definitions

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Throughout the **policy** the following words have special meanings. These words appear in bold throughout the **policy**.

**accident** means a single physical event that occurs during the **policy period** that is sudden, and unintended and as a direct result of participation in the **sport** of the **insured**.

**accidental death** means the death of an **insured person** as the result of a **bodily injury** within 12 months from the date of the **bodily injury**.

**act of terrorism** means any act or acts by any person or group whether acting alone or on behalf or in connection with any organisation or government undertaken for economic, political, religious, ideological or similar purposes with the intention to influence any government and/or put the public, or any section of the public, in fear, as declared by the relevant country's applicable government agency.

**bed care patient** means, during the **policy period**, the **insured person** is necessarily confined to a bed, certified as necessary by a **medical practitioner** and under the ongoing care of a registered nurse, for a period longer than 24 continuous hours.

**benefit(s), benefit payable or amount payable** means the maximum sum insured that may be payable to **you** or the **insured person** as shown on the **policy schedule** or as indicated within the **policy** wording.

**benefit period** means the maximum period for which a **benefit** payment may be paid to **you** or the **insured person**.

**bodily injury** means an injury caused as a result of an **accident** and which occurs solely and independently of any other cause during the **operative time** and whilst the person is an **insured person** under the **policy**. It does not mean:

1. a **sickness** of any kind; or
2. any pre-existing injury.

**civil war** means a state of armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition is armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.

**complete fracture** means a break involving the entire width of the bone with total separation.

**country of residence** means the country in which the **insured person** normally resides and of which the **insured person** has permanent citizenship or is a permanent resident (i.e. a holder of a multiple entry visa or permit which gives the **insured person** residency entitlements in such country).

**dental injury** means an injury to a **tooth** or **teeth** as a result of an **accident** and which occurs solely and independently of any other cause during the **policy period** and **operative time** and whilst the person is an **insured person** under the **policy**.

**dependent child(ren)** means the **insured person's** and their **spouse or partner's** unmarried children (including step or legally adopted children) who are:

1. under the age of nineteen (19) years and living with the **insured person**; or
2. under the age of twenty-five (25) years and a full time student at an accredited institute of higher learning, and who are primarily dependent on the **insured person** for their maintenance and support.

**dependent child(ren)** also include an **insured person's** unmarried children of any age who are permanently living with the **insured person** and are mentally or physically incapable of self-support.

**emergency cash advance** means a payment to be made to an **insured person's** executor, or administrator of the **insured person's** estate, whilst the administration of the **insured person's** estate is arranged.

**employee** means any person under a contract of employment, contract of service or apprenticeship with the **insured** and includes any director (executive or non-executive), consultant, contractor or sub-contractor or self-employed person whilst acting on, or undertaking work on, the **insured's** behalf.

**endorsements** mean any written amendment attaching to this **policy** as issued by **us**.

**excess** means the amount **you** or the **insured person** must first contribute towards a claim that is made under the **policy** as detailed in the **Policy Schedule**.

**excess period** means the period the **insured person** must wait after seeing a **medical practitioner**, prior to **benefits** being payable, following an **accident** giving rise to a claim for **temporary total disablement** or **temporary partial disablement**. The **excess period** is shown on the **policy schedule** and the number of days noted must be served consecutively.

**funeral expenses** means reasonable expenses incurred for the **insured person's** funeral, burial, cremation or the cost of transporting the **insured person's** body or ashes to a place nominated by the **insured person's spouse or partner** or the **insured person's** legal representative.

**income** means;

1. for self-employed **insured persons**, the gross weekly income from personal exertion after allowing for costs and expenses incurred in deriving that income averaged over the twelve (12) months prior to a **bodily injury** or any shorter period that the **insured person** has been engaged in their occupation; or
2. for **insured persons** who are other than self employed, the basic weekly base rate of pay exclusive of overtime payments, bonuses, commission or allowances at the time of **bodily injury**.

For total employment cost or salary packaged **insured persons**, **income** includes salary, motor vehicle, travel allowances, club subscription fees, housing loan or rental subsidy, clothing or meal allowances but excludes bonuses, commissions and/or overtime payments.

**insured** means the sporting association, sporting club, sports business or sporting entity named on the **policy schedule**.

**insured person** means:

1. any **member** or **voluntary worker** of the **insured**;
2. any official of the **insured** who is actively engaged in the **sport** of the **insured**; or
3. any director, executive officer, committee member or any such office holder of the **insured**, but only whilst acting in their duties on behalf of the **insured**.

**limb(s)** means the entire limb between the shoulder and the wrist or between the hip and the ankle.

**medical practitioner** means a medically qualified person, not an **insured person**, a relative of an **insured person**, or an **employee** of the **insured**, who is currently and appropriately registered in the country in which they practice.

**medical specialist** means a **medical practitioner** or other specialist appropriately qualified, and registered in the country in which they operate, in a particular branch of medicine for the treatment of **bodily injury**.

**member** means any person who, at the time of the **bodily injury**, is appropriately registered with the **insured** for participation in the **sport**.

**non-medicare medical expenses** means:

1. hospital accommodation and theatre fees;
2. emergency transportation costs;
3. orthotics, splints and prosthesis used solely for treatment following an accident;
4. expenses incurred in respect of a dentist or registered medical practitioner; or
5. expenses incurred in respect of any chiropractor, masseur, naturopath, osteopath or physiotherapist but only following a referral from the **insured person's medical practitioner**, such referral being valid for 6 months following the date of the **bodily injury**;

however, in all cases, excludes any fees, costs or expenses for which a Medicare benefit is payable whether in part or whole.

**official** means coaches, managers, referees, umpires, trainers, team workers and other personnel actively engaged in the **sport** of the **insured**.

**operative time** means:

1. whilst playing, training or practicing for the sport of the insured;
2. whilst acting as an official for the sport of the insured;
3. whilst travelling to or from the sport of the insured;
4. whilst attending a social function of the insured;
5. whilst completing administrative functions of the insured; or
6. whilst staying away from the insured person's normal place of residence, overnight, for the purposes of 1 through 5 above,

during the **policy period**.

**other fracture** means any break or cracks of the bone other than a **complete fracture**.

**paraplegia** means total paralysis of both legs and part or whole of the lower half of the body.

**permanent** means having lasted twelve (12) consecutive months and at the end of that period being without hope of improvement.

**permanent total disablement** means total disablement as a result of an **accident** which continues for twelve (12) consecutive months and at that time is certified by a **medical practitioner** as being beyond hope of improvement and entirely preventing the **insured person** forever from engaging in any business, profession, occupation or employment for which he or she is reasonably qualified by training, education or experience.

**policy** means this **policy wording**, the **policy schedule** and any **endorsements** attaching thereto.

**policy period** means the period noted on the **policy schedule** (and any subsequent period following the renewal of the **policy**) or any shorter period.

**policy schedule** means the document issued by **us** to the **Insured** titled **policy schedule**.

**pre-existing injury** means any condition, including any symptoms or side effects thereof, for which the **insured person** is aware of, or a reasonable person in the circumstance would be expected to have been aware, regardless of whether advice or treatment has been sought.

**premium** means the **premium** shown on the **policy schedule** that is due and payable by the **insured**.

**professional sport** means any **sport** in which an **insured person** receives a financial reward, fee, sponsorship or gain as a result of their participation.

**quadriplegia** means total paralysis of both legs and both arms.

**sickness** means any illness, disease or syndrome suffered by the **insured person** regardless of whether any previous advice or treatment has been sought.

**sport** means the sport, as declared to **us**, and as noted on the **policy schedule**.

**spouse or partner** means the **insured person's** husband or wife and includes a de-facto and/or life partner of any sex with whom the **insured person** has continuously cohabited for a period of three (3) months or more.

**temporary total disablement – home help** means that in the opinion of a **medical practitioner**, the **insured person** is temporarily unable to care for themselves and carry out normal domestic duties in their own home, whilst the **insured person** continues under the regular care of and acting in accordance with the instructions or advice of a **medical practitioner** or **medical specialist**.

**temporary total disablement – loss of income** means that in the opinion of a **medical practitioner**, the **insured person** is temporarily unable to engage in any part of their usual occupation, whilst the **insured person** continues under the regular care of and acting in accordance with the instructions or advice of a **medical practitioner** or **medical specialist**. If the **insured person** ceases to be employed by the **insured** after the date of the **bodily injury**, then the words 'engage in any part of their usual occupation' are replaced with 'engage in any occupation for which they are suitable given their education, training or experience'.

**temporary total disablement – student help** means that in the opinion of a **medical practitioner**, the **insured person** is unable to attend their usual school, college or other place of learning, whilst the **insured person** continues under the regular care of and acting in accordance with the instructions or advice of a **medical practitioner** or **medical specialist**.

**tooth** or **teeth** means sound, natural permanent teeth and does not include first or milk teeth, dentures, implants and fillings.

**voluntary worker** means any unpaid person completing tasks and requests as directed by the **insured** and includes any direct travel to and from such tasks.

**war** means

1. war, including undeclared or **civil war**, invasion, acts of foreign enemies, hostilities (whether war be declared or not), military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;
2. warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

3. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**we/our/us** means Liberty International Underwriters. Liberty International Underwriters is a trading name of Liberty Mutual Insurance Company (ABN 086 083 605). Incorporated in Massachusetts, U.S.A. (the liability of members is limited)

**you/your** means the **insured** noted on the **policy schedule**.

## General Exclusions

**We** shall not pay any **benefit**, loss, costs or expenses in respect of any claims under this **policy** resulting from, or arising out of:

1. an **insured person** engaging in or taking part in:
  - a. flying in an aircraft or aerial device other than as a passenger in any aircraft licensed to carry passengers;
  - b. naval, military or air force activities; or
  - c. training for or participating in **professional sport** of any kind unless agreed to **us** by the issuing of an **endorsement**;
2. intentionally self-inflicted injury or suicide;
3. any fraudulent, dishonest, illegal or criminal act committed by the **insured** or an **insured person** or any person **you** or an **insured person** authorises to carry out such fraudulent, dishonest, illegal or criminal act;
4. an **insured person** being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a **medical specialist** and taken in accordance with their advice;
5. a **sickness** of any kind;
6. a sexually transmitted or transmissible disease or any infection or virus derived from a sexually transmitted or transmissible disease;
7. cosmetic, elective or plastic surgery, (except and to the extent that it is necessary for the cure or alleviation of a **bodily injury** suffered by the **insured person**);
8. any **pre-existing injury** prior to the **policy** being purchased or any condition that has been aggravated during the **policy period** and/or degenerative condition unless that **pre-existing injury** has been accepted by **us** in writing;
9. any claim for more than one of the Events 1 to 21 in the Table of Benefits commencing on page 15 in respect of the same **bodily injury**;
10. any claim for Event 2, **permanent total disablement**, of the Table of Benefits commencing on page 15, for **insured persons** who have attained the age of sixty-five (65) years unless otherwise stated on the policy schedule;
11. any claim for Part C, Weekly Injury Benefit which is in any way attributable to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising there from;
12. any claim where the payment of any **benefit** or amount would be in contravention of any Medicare or private health insurance laws or regulations in Australia including the *Health Insurance Act 1973 (Cth)*, *National Health Act 1953 (Cth)*, *Private Health Insurance Act 2007 (Cth)* and *Private Health Insurance (Health Insurance Business) Rules 2016*, *Private Health Insurance (Prudential Supervision) Act 2015 (Cth)*; *the Medicare Australia Act 1973* or any successor or amending legislation or regulations;
13. **war or act of terrorism**;
14. **you** or an **insured person** being based in, or having their normal **country of residence**, outside of Australia or New Zealand;
15. radioactivity, or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
16. claim where the **insured** or the **insured person** and/or their representatives refused to follow **our** instructions and directions;
17. claim to the extent that trade or economic sanctions or other laws or regulations prohibit **us**, **our** parent company or its ultimate controlling entity from providing the insurance;
18. any claim that would result in **us** contravening any workers compensation legislation, transport accident legislation, or similar;
19. a **bed care patient** being confined in an institution used primarily 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 care or treatment of alcoholics or drug addicts.

## General Conditions

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These General Conditions are applicable to the entire **policy**. Special Conditions applicable are noted on Page 22.

### Aggregate Limit of Liability

Except as provided below, our total liability for all claims arising under the **policy** in respect of any one **accident** or series of **accidents** arising out of any one occurrence during the **policy period**, shall not exceed the amount shown on the **policy schedule** against Aggregate Limit of Liability – Any One Occurrence.

**Our** total liability for all claims arising under the **policy** in respect of any one **accident** or series of **accidents** arising out of any one occurrence during the **policy period**, relating to air travel in aircrafts whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over specific routes, shall not exceed the amount shown on the **policy schedule** against Aggregate Limit of Liability – Non Scheduled.

### Alteration of Risk

If **you** make any changes, or become aware of any changes, that are likely to increase the risk of injury, **you** must tell **us** as soon as **you** become aware of the changes.

### Amendments to the Policy

**We** may, at **our** absolute discretion, amend this **policy** following a request from the **insured**. No other party who may benefit from this **policy** may request an amendment.

If **we** agree to make an amendment **we** shall issue an **endorsement** noting the amendment.

### Assignment and Beneficiary Change

No assignment of interest under this **policy** will be binding on **us** unless and until the original or a duplicate thereof is received by **us**. **We** assume no responsibility for the validity of an assignment. No beneficiary change under this **policy** will bind **us** unless **we** receive written notice of such change.

### Breach of Applicable Law

Notwithstanding anything else to the contrary in the **policy**, whenever coverage provided by this **policy** would be in violation of any United Nations resolutions or the economic or trade sanctions, laws or regulations of the European Union, United Kingdom, Australia or the United States of America, such coverage shall be null and void and LIU has no obligation to pay a claim if to do so would breach that sanction or law.

### Cancellation

The **insured** may cancel this **policy** at any time by notifying **us** in writing. The cancellation will take effect from 4:00 pm on the day **we** receive the **insured's** written notice of cancellation or such time as may be otherwise agreed.

**We** may cancel the **policy** or any Part thereof, for any of the reasons set out in section 60 of the Insurance Contracts Act 1984 (Cth) and in accordance with section 59 of the Insurance Contracts Act 1984 (Cth).

If the **policy** is cancelled by either the **insured** or **us**, **we** will refund the **premium** for the **policy** less a pro-rata proportion of the **premium** to cover the period for which insurance applied, less 15% for our administration costs. If the **sport** of the **insured** is one that is seasonally based, **we** shall not provide any refund of **premium** if the **policy** is cancelled after 6 months. **We** will not refund any **premium** if **we** have paid a claim or **benefit** to **you** or an **insured person** under the **policy**.

Cover in respect to an **insured person** will end on the earlier of:

the date the **insured person** no longer meets the criteria for an **insured person** set out on the **policy schedule**;

the end of the **policy period**; or

when this **policy** is cancelled by **you** at **your** request or by **us** pursuant to the Insurance Contracts Act 1984 (Cth).

### **Cover under more than one policy with us**

Where an **insured person** is covered under another policy of insurance with **us** in respect of the same **benefits** as provided under this **policy**, **we** shall only pay the **benefit** once and the amount so paid shall be the higher of the two policy limits applicable.

### **Currency**

All amounts shown are in Australian dollars. If **you** or an **insured person** incur expenses in a foreign currency, then the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published in the Australian Financial Review on the date the expense is incurred or loss is sustained. All claims will be paid in Australian dollars.

### **Examinations or Autopsies**

**We** will be permitted to have any **insured person** medically examined. In the event of an **insured person's** death **we** may also carry out a post mortem – where allowed by law.

**We** shall provide reasonable notice of this and these will be carried out at **our** expense.

### **Proper Law and Jurisdiction**

The construction, interpretation and meaning of the provisions of this **policy** will be determined in accordance with the law of New South Wales, Australia. In the event of any dispute arising under this **policy**, including but not limited to its construction, validity, performance and/ or interpretation, the **insured** and/or **insured person** will submit to the exclusive jurisdiction of the courts of New South Wales.

### **Other Insurance**

In the event of a claim, the **insured** and/or **insured person** must advise **us** as to any other insurance policies that may be available to pay or partially pay that claim.

### **Precautions**

The **insured** and/or **insured person** must take all reasonable care to prevent or minimise injury including complying with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

### **Providing Proofs**

The **insured person** must keep documents they will need in case of a claim. these documents may include documents to substantiate the **insured person's** earnings and any medical certificates or reports or expenses that relate to any claim.

### **Subrogation**

If **we** make any payment under this **policy**, then to the extent of that payment, **we** may exercise any rights of recovery held by the **insured** or the **insured person**. The **insured** and the **insured person** must not do anything which reduces any such rights and must provide reasonable assistance to **us** in pursuing any such rights

## How to make a Claim

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Need to lodge a claim with **us**?

Please send the details to:

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

Phone: +61 2 8256 1770

Fax: +61 2 8256 1775

### **IMPORTANT INFORMATION REGARDING CLAIMS**

#### **Tell us within 30 days**

If an event occurs which may give rise to a claim under this **policy** it should be reported to **us** as soon as reasonably possible or in any event in writing within thirty (30) days after the event occurs. Failure to furnish **us** with notice within the time provided in the **policy** will not invalidate any claim but a failure to do so may result in **us** being prejudiced and may mean **we** can reduce any payments under the **policy** by the amount **we** are prejudice.

#### **Proving there is a claim**

Written proof of loss is required for **us** to consider any claim under the **policy**. This includes ensuring **we** receive original copies of all relevant documentation, including, at **your** or the **insured person's** expense, certificates, receipts and any other information or evidence that **we** may require, in the format **we** require.

#### **Investigations**

**We** may need to investigate the circumstances of any claim. If **we** do, **you** and the **insured person** must cooperate fully with **us**. Failure to cooperate may result in the claim being declined.

#### **How we pay a claim**

If the claim relates to the **accidental death** of an **insured person** and **we** have accepted a claim is valid under Part A, Death and Capital Benefits, Event 1 of the Table of Benefits commencing on page 15, **we** shall make the payment to **you** or as **you** request. Payment under Event 24 of the Table of Benefits commencing on page 15 shall be paid to the **insured person's spouse or partner** or as they direct. All other payments will be made to the **insured person** or as they request.

#### **Fraudulent Claims**

If any claim under this **policy** is fraudulent in any respect, or if any fraudulent means or devices are used by **you**, the **insured person**, or anyone acting on **your** or the **insured person's** behalf to obtain **benefits** under this **policy**, **we** may, subject to law, reduce **our** liability in respect of such claim or may refuse to pay the claim in whole or in part.

## What We Cover

### If an insured person:

<p>suffers a <b>bodily injury</b>, then <b>we</b> will pay:</p>	<p><b>Part A, Death and Capital Benefits</b> As per the Table of Benefits commencing on page 15</p> <p><b>Part B, Fractured Bones</b> As per the Table of Benefits on page 17</p> <p><b>Part C, Weekly Injury Benefit</b> As per the Table of Benefits on page 17</p>	<p>subject to:</p> <p>a sum insured being shown against these items on the <b>policy schedule</b> or included within the <b>policy</b>; and</p> <p>the Events occurring within 12 months of the <b>bodily injury</b>; and</p> <p>any <b>excess period</b> that is noted on the <b>policy schedule</b>.</p>
<p>suffers a <b>dental injury</b>, then <b>we</b> will pay:</p>	<p><b>Part D, Dental Injury</b> As per the Table of Benefits on page 18</p>	<p>subject to:</p> <p>the Events occurring within 12 months of the <b>dental injury</b>; and</p> <p>the <b>dental injury</b> occurring to sound, natural teeth only.</p>
<p>suffers a <b>bodily injury</b> then <b>we</b> will pay:</p>	<p><b>Part E, Non-Medicare Medical Expenses</b> As per the Table of Benefits on page 18</p>	<p>subject to;</p> <p>the <b>non-medicare medical expenses</b> being incurred within 12 months of the <b>bodily injury</b>; and</p> <p>a sum insured being shown against this item on the <b>policy schedule</b>; and</p> <p>any <b>excess</b> as noted on the <b>policy schedule</b>.</p>

## Table of Benefits

### Part A, Death and Capital Benefits

<b>The Events</b> The following event(s) must occur within 12 months of the date of the <b>bodily injury</b>	<b>benefit payable</b> the amounts shown below are a percentage of the amount shown in Part A, Death and Capital Benefits on the <b>policy schedule</b>
1. <b>Accidental death</b>	100%
2. <b>Permanent total disablement</b>	100%
3. <b>Permanent paraplegia or quadriplegia</b>	100%
4. <b>Permanent</b> and incurable paralysis of all <b>limbs</b>	100%
5. <b>Permanent</b> total loss of sight of one or both eyes	100%
6. <b>Permanent</b> total loss of use of one or more <b>limbs</b>	100%
7. <b>Permanent</b> and incurable insanity	100%
8. <b>Permanent</b> total loss of the lens of: a. both eyes b. one eye	100% 60%
9. <b>Permanent</b> total loss of hearing of: a. both ears b. one ear	80% 30%
10. Burns: a. third degree burns and/or resultant disfigurement which covers more than twenty percent 20% of the entire external body; b. second degree burns and/or resultant disfigurement which covers more than twenty percent 20% of the entire external body	50% 25%
11. <b>Permanent</b> total loss of use of four fingers and thumb of either hand	80%
12. <b>Permanent</b> total loss of use of four fingers of either hand	50%
13. <b>Permanent</b> total loss of use of the thumb of either hand: a. both joints b. one joint	40% 20%
14. <b>Permanent</b> total loss of use of fingers of either hand: a. three joints b. two joints c. one joint	15% 10% 5%
15. <b>Permanent</b> total loss of use of toes of either foot: a. all – one foot b. great - both joints c. great - one joint d. other than great - each toe	15% 5% 3% 1%
16. Fractured leg or kneecap with established non-union	10%
17. Loss of at least fifty percent (50%) of all sound and natural <b>teeth</b> , including capped or crowned <b>teeth</b> , but excluding first teeth and dentures	1% to a maximum of \$10,000 in total
18. Shortening of leg by at least five centimetres (5 cm)	7.5%

<b>The Events</b> The following event(s) must occur within 12 months of the date of the <b>bodily injury</b>	<b>benefit payable</b> the amounts shown below are a percentage of the amount shown in Part A, Death and Capital Benefits on the <b>policy schedule</b>
19. <b>Permanent</b> partial disablement not otherwise provided for under events 8 to 18.	Such percentage of the amount shown in Part A, Death and Capital Benefits shown on the policy schedule as we at our absolute discretion determine being not inconsistent with the benefit payable provided under events 8 to 18.the maximum amount payable under event 19 (Permanent Partial Disablement) is fifty thousand dollars (\$50,000).
20. <b>Permanent</b> total loss of: <ul style="list-style-type: none"> <li>a. two kidneys</li> <li>b. one kidney</li> <li>c. spleen</li> <li>d. liver</li> <li>e. two testicles</li> <li>f. one testicle</li> <li>g. sexual function</li> </ul>	<ul style="list-style-type: none"> <li>75%</li> <li>30%</li> <li>25%</li> <li>70%</li> <li>40%</li> <li>6%</li> <li>45%</li> </ul>

<b>The Events</b> The following event(s) must occur within 12 months of the date of the <b>bodily injury</b>	<b>benefit payable</b> the amounts shown below are a lump sum payment following an <b>accident</b>
21. Premature childbirth (prior to 26 weeks gestation) or mis-carriage	\$5,000
22. <b>Emergency cash advance</b> following <b>accidental death</b>	\$5,000
23. Medically necessary cosmetic surgery after a valid claim for Events 2 through 20	10% of the <b>benefit payable</b> for Events 2 through 20 to a maximum of \$5,000

<b>The Events</b> The following event(s) must occur within 12 months of the date of the <b>bodily injury</b>	<b>benefit payable</b> the amounts shown below are the maximum amounts <b>we</b> shall reimburse following reasonably incurred costs
24. <b>Funeral expenses</b> following <b>accidental death</b>	Up to \$10,000

**Part B, Fractured Bones**

<b>The Events</b> The following event(s) must occur within 12 months of the date of the <b>bodily injury</b> .	<b>benefit payable</b> the amounts shown below are a percentage of the amount shown in Part B, Fractured Bones on the <b>policy schedule</b>
25. Neck, skull or spine a. <b>complete fracture</b> b. <b>other fracture</b>	100% 30%
26. Hip – <b>complete fracture or other fracture</b>	75%
27. Jaw, pelvis, leg, ankle or knee a. <b>complete fracture</b> b. <b>other fracture</b>	50% 20%
28. Cheekbone or shoulder – <b>complete fracture or other fracture</b>	30%
29. Arm, elbow, wrist or ribs a. <b>complete fracture</b> b. <b>other fracture</b>	25% 10%
30. Nose or collar bone – <b>complete fracture or other fracture</b>	20%
31. Finger, Thumb, Foot, Hand or Toe – <b>complete fracture or other fracture</b>	10%

**Surgery Benefit** – if Surgery is required in respect of treating Events 26 through 32, the applicable **benefit payable** shall be increased by 50%. Surgery, for this additional payment, being defined as the treatment of the **fractured** bones, performed by a surgeon in an operating theatre

**Part C, Weekly Injury Benefit**

<b>The Events</b> The following event(s) must occur within 12 months of the date of the <b>bodily injury</b> .	<b>benefit payable</b> (only provided if Part C, Weekly Injury Benefit has a <b>benefit</b> noted on the <b>policy schedule</b> ).
<b>Temporary total disablement – home help</b>	costs and expenses incurred up to the amounts shown on the <b>policy schedule</b> but not exceeding the sum insured and not exceeding the <b>benefit period</b> shown on the <b>policy schedule</b> , in respect of home help supplied by a recognised agency only.
<b>Temporary total disablement – loss of income</b>	up to the amounts shown on the <b>policy schedule</b> but not exceeding the percentage of <b>income</b> and not exceeding the <b>benefit period</b> shown on the <b>policy schedule</b> .
<b>Temporary total disablement – student help</b>	costs and expenses incurred up to the amounts shown on the <b>policy schedule</b> but not exceeding the sum insured and not exceeding the <b>benefit period</b> shown on the <b>policy schedule</b> , in respect of help required by full time students only.



**Part D, Dental Injury**

<p><b>The Events</b> The following event(s) must occur within 12 months of the date of the <b>accident</b></p>	<p><b>benefit payable</b> the amounts shown below are the maximum amounts <b>we</b> shall reimburse following a <b>dental injury</b>.</p>
<p>32. <b>Dental Injury</b></p>	<p>\$250 per <b>tooth</b> up to a maximum of \$1,000 any one claim in respect of the total loss of a <b>tooth</b>; or</p> <p>\$100 per <b>tooth</b> up to a maximum of \$400 any one claim in respect of any <b>tooth</b> that has suffered a chip</p>

**Part E, Non Medicare Medical Expenses**

<p><b>The Events</b> The following event(s) must occur within 12 months of the date of the <b>bodily injury</b></p>	<p><b>benefit payable</b> the amounts shown below are the maximum amounts <b>we</b> shall reimburse following a <b>bodily injury</b>.</p>
<p>33. <b>Non-Medicare Medical Expenses</b></p>	<p>the percentage of <b>non-medicare medical expenses</b>, up to the maximum sum insured, as noted on the <b>policy schedule</b></p>

## Additional Benefits

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The following **benefits** are automatically included in the **policy**.

### Accidental H.I.V. Infection Benefit

Notwithstanding any Exclusions throughout this **policy** in respect of Human Immunodeficiency Virus (H.I.V.) if an **insured person** accidentally contracts the H.I.V. infection:

1. as a direct result of **bodily injury** ; or
2. as a direct result of receiving medical treatment provided by a **medical practitioner** for an **insured person's bodily injury** while they are insured under this **policy**;

provided that:

- a. there is a positive diagnosis within 180 days of the event giving rise to the H.I.V. infection; and
- b. any event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to **us** and medical tests are carried out by a **medical practitioner** no more than forty-eight (48) hours from the date and time of the event giving rise to the H.I.V. infection; and
- c. a recognised laboratory carries out medical and clinical tests that conclusively prove that the **insured person** was not H.I.V. positive at the time and date immediately before the event giving rise to the H.I.V. infection;

we will pay the **insured person** \$10,000.

No **benefit** will be payable if **you** or the **insured person** fails to comply with or to provide the required level of proof.

### Accommodation and Transport Expenses

If an **insured person** sustains a **bodily injury** and is admitted as an in-patient of a hospital, which is more than 100 kilometres from the **insured person's** normal place of residence, **we** will pay the actual and reasonable transport and/or accommodation expenses incurred by their **spouse or partner** and/ or **dependent children** to travel to or remain with the **insured person** up to a maximum of \$2,000.

### Bed Care Benefit

If an **insured person** sustains a **bodily injury** for which benefits are payable under the Table of Benefits, **we** will pay \$100 per day when the **insured person** remains a **bed care patient** beginning with the second day of confinement. A daily rate of one seventh (1/7th) of the weekly **benefit** will be paid where an **insured person** remains a **bed care patient** for less than seven (7) days. The maximum **benefit period** **we** shall pay is 30 days.

### Childcare Benefit

If an **insured person** sustains a **bodily injury** for which a **benefit** is paid under Events 2 to 7, 8(a) or 9(a) of the Table of Benefits commencing on page 15 or Part C, Weekly Injury Benefit, **we** will pay the **insured person** the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to a maximum of \$2,500 any one claim.

If the **insured person** does not earn an **income** and does not have a valid claim under Events 2 to 7, 8(a) or 9(a) of the Table of Benefits commencing on page 15, and a **medical practitioner** certifies that the **insured person** requires the services of a registered childcare provider **we** will pay the **insured person** the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to a maximum of \$2,500 any one claim.

Subject at all times that this **benefit** is only payable in respect of any additional childcare provider costs that would not otherwise have been incurred.

### Coma Benefit

If an **insured person** sustains a **bodily injury** which directly causes or results in the **insured person** being in a state of continuous unconsciousness and the **insured person** or their legal representative provide **us** with a **medical practitioner's** certificate that verifies that the direct cause of the continuous unconsciousness was the **bodily injury**, **we** will pay the **insured person** or the **insured person's spouse or partner** or their legal representative \$750 for each week that an **insured person** remains in a state of continuous unconsciousness.

The maximum period **we** shall pay is 20 weeks.

A daily rate of one seventh (1/7th) of the weekly **benefit** will be paid where an **insured person** remains in a state of continuous unconsciousness for less than seven (7) days.

### Dependent Child Benefit

If an **insured person** suffers **bodily injury** which results in **accidental death**, **we** will pay to the **insured person's spouse or partner** or legal personal representative of the **insured person's** estate, \$5,000 per **dependent child**, subject to a maximum **benefit payable** per family of \$15,000.

### Disappearance

If the body of an **insured person** is not found within twelve (12) months after an **accident** involving the conveyance in which they were travelling, **accidental death** will be presumed in the absence of any evidence to the contrary. The **accidental death benefit** shall be payable by **us**, subject to a signed undertaking by the beneficiary that if the **insured person** is subsequently found alive, such **accidental death** benefit amount will be refunded to **us**.

### Education Benefit

If an **insured person** suffers **accidental death**, **we** will pay up to \$5,000 on behalf of each surviving **dependent child** per claim to each **dependent child's** school or university for fees incurred, subject to a maximum **benefit payable** per family of \$15,000.

### Escalation of Claim Benefit

Subject to renewal of this **policy** and payment of the **premium**, after payment of a **benefit** under Part C, Weekly Injury Benefit continuously for twelve (12) months and again after each subsequent period of twelve months during which a **benefit** is paid, the **benefit** will be increased by a compound rate of 5% per annum.

### Exposure

Where an **insured person** is exposed to the elements as a result of an **accident** and suffers from any of the Events stated in the Table of Benefits as a direct result of that exposure within twelve (12) months of the **accident**, the **insured person** will be deemed for the purposes of this **policy** to have suffered a **bodily injury** on the date of the **accident**.

### Financial Planning Benefit

Following a valid claim under Part A, Capital Benefits, Events 1 to 7, 8(a) or 9(a) of the Table of Benefits commencing on page 15, **we** will reimburse the **insured person** or the **insured person's spouse or partner** or estate for the actual and reasonable costs, up to the maximum amount of \$2,500, for professional financial planning advice provided by a qualified financial planner within six (6) months after the date of the event.

Subject at all times to the qualified financial planner not being related to the **insured person** or **spouse or partner** by blood or by marriage, or otherwise residing with the **insured person**.

### Membership Benefit

If an **insured person** suffers a **bodily injury** which results in a **benefit** being paid under

- a. Part A, Death and Capital Benefits, Events 1 to 7, 8(a) or 9(a) of the Table of Benefits commencing on page 15; or
- b. Part C, Weekly Injury Benefit, for which a **medical practitioner** or **medical specialist** certifies in writing will continue for a minimum period of eight (8) weeks;

and

it is certified by a **medical practitioner** or **medical specialist** as preventing the **insured person** from continuing their participation in any sport or gym activity for which they have pre-paid a membership, association or registration fee, **we** will pay the **insured person** a pro-rata refund of such fees paid for the current season up to a maximum of \$1,000.

If the **insured person** does not earn an **income** and does not have a valid claim under a. above, if it is certified by a **medical practitioner** or **medical specialist** as preventing the **insured person** from continuing their participation in any sport or gym activity for which they have pre- paid a membership, association or registration fee, **we** will pay the **insured person** a pro-rata refund of such fees paid for the current season up to a maximum of \$1,000.

#### **Modification Benefit**

If an **insured person** sustains a **bodily injury** for which a **benefit** is paid under Part A, Capital Benefits, Events 2, 3 or 4 of the Table of Benefits commencing on page 15, **we** will pay up to \$15,000 for costs necessarily incurred to modify the **insured person's** home and/or motor vehicle, and/or costs associated with relocating the **insured person** to a more suitable home, provided that medical evidence is given to **us** from a **medical practitioner** certifying the modification and/or relocation is necessary.

#### **Spouse or Partner Employment Training Benefit**

If an **insured person** sustains a **bodily injury** which results in Part A, Death and Capital Benefits, Events 1, 2, 3 4 or 5 of the Table of Benefits commencing on page 15, **we** will reimburse an **insured person's spouse or partner** up to \$5,000 for the actual costs incurred for training or retraining the **insured person's spouse or partner**:

1. for the sole purpose of obtaining gainful employment; or
  2. to improve their potential for employment; and/or
  3. to enable them to improve the quality of care they can provide to the **insured person**,
- provided that:

- a. the **spouse or partner** has not attained the age of sixty-five (65) years of age at the commencement of the training; and
- b. the training is provided by a recognised institution with qualified skills to provide such training.

This **benefit** only applies if the **spouse or partner** incurs employment training expenses within twenty four (24) months following the date of the **insured person's bodily injury** resulting in **accidental death** or **permanent total disablement**.

#### **Transportation Benefit**

If **we** pay a valid claim under Part C, Weekly Injury Benefit, and **we** receive advice from the **insured person's** treating **medical specialist** that **insured person** is unable to operate a motor vehicle or travel on any form of other transport, **we** shall pay the **insured person** up to \$250 per week for a maximum **benefit period** of 6 weeks for the hire of a chauffeured vehicle to transport the **insured person** directly from their normal place of residence to their normal place of work.

#### **Tuition Benefit**

If an **insured person** sustains a **bodily injury** for which a **benefit** is paid under Part A, Death and Capital Benefits, Events 2,3 or 4 of the Table of Benefits commencing on page 15, or Part C, Weekly Injury Benefit, **we** will pay up to \$1,000 for costs necessarily incurred for tuition or advice for the **insured person** from a licensed vocational school, provided such tuition or advice is undertaken with **our** prior written agreement and that medical evidence is presented from a **medical practitioner** or **medical specialist** certifying the tuition or advice is necessary.

#### **Unforeseen Expenses**

If an **insured person** sustains a **bodily injury** which directly results in otherwise unforeseeable expenses for clothing, medical aids (not including electronic devices such as, but not limited to tablets, laptops, mobile phones and the like) and local transportation for the purpose of seeking medical treatment, **we** will pay up to \$2,500 for the actual and reasonable costs incurred.

Subject at all times that those costs are not recoverable elsewhere under this **policy**, or otherwise applicable to an expense for which a Medicare benefit is payable.

## Special Conditions

The following Special Conditions are applicable:

1. The amount of the benefit payable for Part C, Weekly Injury Benefit as set out on the policy schedule will be paid monthly in arrears.  
  
If, however, the insured person's treating **medical practitioner** certifies that the period of temporary total disablement – loss of income shall be at least 26 weeks, we shall pay the first 12 weeks immediately subject to the benefit period noted on the policy schedule exceeding 12 weeks.  
  
Any benefit payable for a period of less than one week will be paid at a rate of one-seventh (1/7th) of the weekly benefit for each day during which disablement continues.
2. After a valid claim for any of the Events 2 to 8(a) of the Table of Benefits commencing on page 15 all cover with respect to that insured person under Part A, Death and Capital Benefits will cease.
3. If as a result of bodily injury, the insured person is entitled to any benefit under Part C, Weekly Injury Benefit and subsequently becomes entitled to a benefit amount under the Table of Benefits for Event 2, 3 or 4, all benefit payable for Part C, Weekly Injury Benefit will cease from the date of such entitlement.
4. Where an insured person claims a benefit in respect of Part C, Weekly Injury Benefit the **insured person** agrees upon our written request to:
  - a. participate and co-operate with **us** in establishing and following a plan comprising activities and procedures for the purpose of achieving or expediting their return (either in full or in substantial part) to their usual occupation;
  - b. provide **us** with any medical reports that are relevant to Part C, Weekly Injury Benefit or relevant to a plan to achieve or expedite their return to their usual occupation;
  - c. consent to their treating **medical practitioners**, their employer, **us** or service providers that **we** nominate associating with each other or exchanging information for the purpose of achieving or expediting their return to their usual occupation; and
  - d. undertake reasonable medical investigations or attend medical examinations as requested by **us**.
5. We shall not pay any payment under Part C, Weekly Injury Benefit that exceeds the total number of weeks stated on the policy schedule in respect of any one bodily injury except for insured persons who have attained the age of sixty-five (65) years where the total benefit period is limited to a maximum of 52 weeks or less if the benefit period noted on the policy schedule is less than 52 weeks;
6. Any benefit payable for Events 1 to 21 of the Table of Benefits commencing on page 15, will be paid in addition to any benefit already paid for under Part C, Weekly Injury Benefit in respect of the same bodily injury.
7. No benefit will be payable for Part C, Weekly Injury Benefit in respect of any one bodily injury at all unless the insured person shall as soon as possible after the happening of a bodily injury giving rise to a claim, procure and follow proper medical advice from a medical practitioner.
8. If a claim occurs for an insured person under Part C, Weekly Injury Benefit as a result of **bodily injury**, and whilst during the **policy period** the **insured person** suffers from the same or an associated cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the **insured person** has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new **bodily injury** and a new **excess period** will apply.

9. The **benefit payable** under Part C, Weekly Injury Benefit will be reduced by:

- a. the amount of any periodic compensation paid under any workers' compensation legislation or transport accident legislation or any legislation having a similar effect; and
- b. the amount of any sick leave paid or, at the discretion of the **insured**, sick leave entitlement;

so as to limit the total of all such **benefits** and entitlements to the lesser of the **insured person's income** or the **benefit amount** shown on the **policy schedule**.

10. The **benefit payable** under Part E, Non-Medicare Medical Expenses shall have all refunds applied prior to the percentage calculation being completed, then the **excess** shall be deducted;

11. **We** shall not pay any **non-medicare medical expenses** incurred more than 12 months after the date of the **bodily injury**.

Notwithstanding this 12 month limitation, if an **insured person** is receiving ongoing treatment from a **medical specialist** and treatment is not able to be completed within the 12 month period due to circumstances outside of the control of the **insured person**, any ongoing **non-medicare medical expenses**, certified as necessary by the **medical specialist**, shall be covered for a further 12 months.

Subject at all times **we** shall not pay any more than the maximum **amount payable** as noted on the **policy schedule**.

12. All **benefits** shall cease upon the **insured person** resuming playing or training for the **sport**.

13. **Benefits** for **temporary total disablement – home help** shall cease upon the expiry of the **benefit period** or when the **medical practitioner** certifies the **insured person** as being able to care for themselves, whichever first occurs.

14. **Benefits** for **temporary total disablement – loss of income** shall cease upon the expiry of the **benefit period** or when the **medical practitioner** certifies the **insured person** as being able to return to their normal occupation, whichever first occurs.

15. **Benefits** for **temporary total disablement – student help** shall cease upon the expiry of the **benefit period** or when the **medical practitioner** certifies the **insured person** as being able to attend their school, college or other place of learning, whichever first occurs.

16. **Benefits** will only be paid for one of:

- a. **temporary total disablement – home help**;
- b. **temporary total disablement – loss of income**; or
- c. **temporary total disablement – student help**,

arising from any one **bodily injury**.

17. In respect of **insured persons** who have attained the age of sixty-five (65) years, the **benefit payable** for Event 1 and Events 3 to 19 of the Table of Benefits commencing on page 15, will be limited to twenty percent (20%) of the **benefit amount** shown on the Table of Benefits to a maximum of one hundred thousand dollars (\$100,000) unless otherwise agreed to by **us** in writing.

18. The **benefit payable** to **insured persons** under 18 years of age for Event 1 of the Table of Benefits commencing on page 15, will be 10% of the sum insured stated on the **policy schedule** or \$25,000, whichever is the lesser.

Liberty International Underwriters is a trading name of Liberty Mutual Insurance Company (ABN 61 086 083 605).  
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