

# Group Accidental Death & Disability Insurance Policy

Product Disclosure Statement & Policy Wording

This Policy Wording & PDS is dated 15<sup>th</sup> December 2009 ( ref: TUS GADD V5 )



Distinctive. Choice.



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# Product Disclosure Statement (PDS)

## Group Accidental Death & Disablement Insurance

### The Purpose of this PDS

This Product Disclosure Statement (PDS) contains important information as required under the Corporations Act 2001 (Cth) and has been prepared to assist you to:

- Decide whether this product will meet your needs; and
- Compare this product with any other products you may be considering.

This PDS sets out significant benefits and risks of the policy. It is designed to help you decide if the cover is right for you. Any advice is general and does not take into account your individual needs and circumstances. For full details of the benefits, limitations, exclusions, terms and conditions you should read the insurance policy document carefully.

### The Issuer

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

### Cooling –Off Period

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

### Privacy

JLT is committed to the protection of your privacy and is bound by the National Privacy Principles for the handling of your information.

JLT's Privacy Policy can be examined by accessing our website (<http://www.jlta.com.au/>) or by obtaining a copy from the JLT Privacy Officer (at Jardine Lloyd Thompson Pty Ltd, 66 Clarence Street, Sydney, NSW, 2000 or on telephone number (02) 9290 8000).

### Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. The same duty arises on renewal, extension, reinstatement - or variation of the policy. The disclosure required is especially important in matters relating to the physical risk, past claims, cancellation of insurance covers, the imposition of increased premiums, insolvency or criminal convictions. Disclosure is not limited to specific questions in a proposal or matters applying to the insured named in the policy but includes other relevant matters including past business or businesses or private insurances. If you breach the duty, even innocently, the insurer may be able to reduce its liability in respect of a claim or may cancel the contract. If the non-disclosure is fraudulent the insurer may also have the option of avoiding the policy from inception.

## How to apply for this insurance

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

The information we need will be contained in the application form that is available on our website [www.biswa.com.au](http://www.biswa.com.au) or as sent to you.

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

## How to make a claim

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

## Taxation

Premiums may be tax deductible where you purchase your insurance policy for business purposes.

This tax information is a general statement only. See your tax adviser for information about your personal circumstances.

## Significant Benefits and Features of the Insurance Policy

- Can cover all employees of the Insured Company.
- Provides cover for Accidental Death and/or Disablement as a result of work related accidents whilst engaged by and working for the Insured Company.
- Includes lump sum and disablement benefits as a result of Injury.
- Includes lump sum benefits for Death and/or Disablement as a result of exposure to the elements as a result of an Injury.
- Includes cover for disappearance.
- Maximum lump sum payable \$270,000

## Significant Risks / Exclusions.

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

No Benefits are payable where Death and/or Disablement:

- occurs as a result of a deliberate self inflicted injury or an injury intentionally caused by the Insured Person.
- is caused by the Insured Person being under the influence of intoxicating liquor or drugs.
- results from a criminal act committed by the Insured Person or a beneficiary of their benefits under this insurance.
- occurs as a result of war or warlike operations, terrorism or revolution.
- occurs as a result of the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel
- results from engaging in air travel or aerial activities except as a passenger in a properly licensed aircraft.

- results from engaging in, taking part, or training for sports as a professional (where the majority of the person's income is derived directly or indirectly from the sport).
- is a sexually transmitted disease , A.I.D.S or H.I.V infection
- results in any condition such as neurosis, psycho-neurosis, mental, emotional, stress, depression or anxiety condition disease or disorder or similar condition or any condition which is a consequence of the treatment of these conditions, unless the person is being treated by or has been referred to an appropriate specialist.
- is attributable to childbirth or pregnancy or the complications of these.
- is a Pre-Existing Condition.

Cover under the Insurance will cease in respect of an Insured Person if;

- they retire or stop actively seeking work
- they terminate the relationship with the Insured which made them eligible for cover under this insurance
- they die
- they reach age 70.

## Overdue Premium

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

## Costs

The premium payable by you will be shown on the Schedule. It takes into consideration the number of employees to be covered and amount of wages payable. Wages includes all penalty payments, overtime, commission, all allowances (eg. site, tools, etc.) as well as superannuation, redundancy costs and the like.

Premiums are subject to Commonwealth and State taxes and/or charges where applicable. They can include Goods and Services Tax, Stamp Duty, and any other charges that we advise you. We will tell you when they apply.

## The General Insurance Code of Practice:

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

1. buying insurance
2. insurance claims
3. responding to catastrophes and disasters
4. information and education
5. complaints handling procedures
6. code monitoring and enforcement

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

<http://www.codeofpractice.com.au>

## Dispute Resolution

### About Lloyd's

Since the late seventeenth century, the name Lloyd's has been synonymous with insurance. Many of the world's leading underwriters are based at Lloyd's. The market is internationally renowned and has an impeccable claims record.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia, and strives to comply with the agreement it has made under the General Insurance Code of Practice.

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

## Dispute Resolution

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

### Step 1

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

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

### Step 2

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

**Lloyd's Australia Limited**  
**Suite 2, Level 21 Angel Place**  
**123 Pitt Street**  
**Sydney NSW 2000**  
**Telephone: (02) 9223 1433**  
**Facsimile: (02) 9223 1466**

Please call Lloyd's first to discuss your dispute, however Lloyd's may ask you to confirm the details of your dispute in writing.

Depending on the nature of your dispute, you may be referred to an alternative complaints scheme for resolution at this point.

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

- Name, address and telephone number of the policyholder
- The type of insurance policy involved (household, motor, etc)
- Details of the policy concerned (policy and/or claim reference numbers, etc)
- Name and address of the agent through whom the policy was obtained
- Details of the reasons for lodging the complaint

- Copies of any supporting documentation you believe may assist us in addressing your complaint appropriately

## How long will the Step 2 process take?

Your dispute will be acknowledged in writing within 5 working days of receipt, and will be reviewed by a person with appropriate authority to deal with the dispute.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases you will receive a full written response to your complaint dispute within 15 working days of receipt.

If your dispute cannot be finalised within that time, Lloyd's will continue to work on it and Lloyd's will regularly advise you of its progress.

Lloyd's investigation will include discussions with the various parties involved and a review of all papers and documentation relating to the dispute where appropriate.

## Step 3

If your dispute is not resolved in a manner satisfactory to you, Lloyd's will then provide you with details about the Insurance Ombudsman Service Limited (IOS), which is an independent body that operates nationally in Australia and aims to resolve disputes between policyholders and their insurers.

Disputes relating to domestic and some small business general insurance policies can be reviewed under the Insurance Ombudsman Service if they remain unresolved following the procedures as outlined in this leaflet.

Your complaint must be referred to the IOS within 2 years of the date of Lloyd's written decision.

If your dispute does not relate to a personal/domestic or small business policy, there may be other avenues of resolution available to you, and we will advise you of these at this time if appropriate.

## How much will this procedure cost you?

This service is free of charge to policyholders.

## How to Contact Us

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

Jardine Lloyd Thompson  
Level 11  
66 Clarence Street  
Sydney NSW 2000



# Group Accidental Death & Disablement Insurance Policy Wording

## Extent Of Cover

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

If, as a result solely and directly of Injury, the Insured Person suffers any of the Conditions set out in the Table of Conditions the Underwriters will pay the Benefit set out. However, Death or Disablement must occur within twelve (12) months of the date of the Accident giving rise to the Injury.

## Table of Conditions

### THE CONDITION

### THE BENEFIT

**Lump Sum Benefits  
As a result of Injury Only**

**The Lump Sum Insured as  
stated in the Schedule and indicated hereunder:**

**Accidental Death:**

\$250,000 per Insured Person

**Accidental Permanent Total Disablement:**

\$250,000 per Insured Person

## Additional Benefits

### 1. Exposure

If as a result of an Injury occurring during the Period of Insurance the Insured Person is exposed to the elements and suffers from any of the Conditions set out in the Table of Conditions as a direct result of that exposure, the Underwriters will pay Benefits accordingly.

### 2. Disappearance

If the Insured Person disappears following the disappearance, sinking or wrecking during the Period of Insurance of a conveyance in which the Insured Person was then travelling and the body has not been found within one (1) year after the date of disappearance, the Underwriters will pay a Benefit on the assumption that the Insured Person died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance.

### 3. Takeover Provisions

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

## Exclusions

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



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

## General Conditions

1. No Benefits are payable unless as soon as possible after the happening of any Injury the Insured Person obtains, follows and continues to follow medical advice from a qualified medical practitioner.
2. All Benefits shall be paid to the Insured Person or to their legal personal representative.
3. Benefits shall not be payable for more than one of the items in the Table of Conditions in respect of the same Condition, in which case the highest Benefit will be payable.
4. In the event of a claim arising under this Insurance immediate notice should be given to Jardine Lloyd Thompson Pty Ltd.

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

5. The Underwriters may at their own expense conduct any additional medical examination or examinations or arrange for an autopsy to be carried out.
6. The Underwriters may cancel the cover under this Insurance for an individual or all Insured Persons in any of the circumstances set out in the Insurance Contracts Act 1984. If cancelled by the Underwriters, they shall return a pro rata portion of premium in respect of the unexpired period of the Insurance.
7. The Insured may cancel cover under this Insurance in respect of all Insured Persons by giving written notice to Jardine Lloyd Thompson Pty Ltd. If cancelled by the Insured a return of premiums shall be calculated at short period rates, unless there has been a claim under this insurance in which case a return of premium shall be at the discretion of the Underwriters.

8. Cover under this Insurance will cease in respect of an Insured Person if;
  - 8.1. their premium payment is not made within 30 days from the date due other than as a result of inadvertent error on the part of the Insured;
  - 8.2. they are paid a Lump Sum Insured Benefit;
  - 8.3. the Insured Person retires or stops actively seeking work;
  - 8.4. the Insured Person terminates the relationship with the Insured which made them eligible for cover under this insurance;
  - 8.5. the Insured Person dies;
  - 8.6. the Insured Person reaches age 70.
9. If there is a breach of any of the Conditions of this Insurance, the Underwriters shall be entitled to reject a claim to the extent permitted by the Insurance Contract Act. However a breach by an individual Insured Person will not affect the cover or claims of other Insured Persons.
10. The Underwriters hereon agree that:
  - 10.1 In the event of a dispute arising under this Insurance, Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
  - 10.2 Any summons notice or process to be served upon the Underwriters may be served upon  
  
Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21  
Angel Place  
123 Pitt Street  
SYDNEY NSW 2000  
AUSTRALIA  
  
who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the Insured to give a written undertaking to the Insured that he will enter an appearance on Underwriters' behalf.  
If a suit is instituted against one of the Underwriters, all Underwriters hereon will abide by the final decision of such Court or any Appellate Court.
  - 10.3 If a suit is instituted against one of the Underwriters, all Underwriters hereon will abide by the final decision of such Court or any Appellate Court.
11. Several Liability Notice – LSW 1001  
  
The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.

## Definitions

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

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

**"CERTIFICATE"** means the certificate attaching to and forming part of this policy.

**"INJURY"** means an identifiable physical bodily injury resulting from an Accident and which results in any of the Conditions set out in the Table of Conditions within 12 months of the date thereof. Injury does not include:

- (a) any consequences of an Injury that are ordinarily described as being a sickness, illness or disease;
- (b) an aggravation of a pre-existing Injury or other Pre-existing Condition;
- (c) any degenerative condition

**"INSURED"** is the Insured named in the Certificate.

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

**"PERIOD OF INSURANCE"** means:

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

In respect of an Insured Person, the period from the **Effective Date of Individual Cover** to the earlier of the end of the Period of Insurance stated in the Certificate or the time they leave work on the last day of employment with the Insured.

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

**"PERMANENT TOTAL DISABLEMENT"** means disablement resulting from an Injury and which has lasted for at least twelve (12) months from the date of such Injury and which thereafter is beyond hope of improvement and which entirely prevents the Insured Person from carrying on any and every occupation or business.

**"PRE-EXISTING CONDITION"** means any medical condition, side-effect or symptoms of a condition which the Insured Person was aware of and for which the Insured Person has received medical attention, sought or received treatment, undergone tests or taken prescribed medication for in the six (6) months prior to that Insured Person's Effective Date of Individual Cover under this Insurance. Pre-existing conditions also include any chronic, congenital or degenerative conditions diagnosed and known to the Insured Person at the Effective Date of Individual Cover under this Insurance, whether currently being treated or not.

**"UNDERWRITER"** means various Underwriters at Lloyd's.