



# GROUP PERSONAL ACCIDENT POLICY

MMA\_GROUP\_PA\_V.02

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# GROUP PERSONAL ACCIDENT POLICY

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## Information about your Policy

Part 1 of the policy is set out in three sections. For each section, we show

1. what we will pay
2. what we will not pay
3. compensation tables

Please note that there are other things that are not covered and which are shown in Part 2.

## Our agreement with you

This policy is a legal contract between you and us. You pay us the premium and we insure you and the insured persons against loss as set out in the policy.

## Australia Law

This policy is governed by the Laws of the Australian State or Territory in which it was issued and any dispute or action in connection therewith shall be conducted and determined in Australia.

## Your Duty Of Disclosure

Before you enter into this Contract of Insurance you have a duty under the Insurance Contracts Act, 1984 to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the Insurance and if so on what terms. You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate this Contract.

Your duty however, does not require disclosure of matters:

1. that diminish the risk to be undertaken by us
2. that are of common knowledge
3. that we know or in the ordinary course of our business ought to know
4. as to which compliance of your duty is waived by us

## Non-Disclosure

If you fail to comply with your duty of disclosure or make a misrepresentation, we may be entitled to reduce our liability under the Contract in respect of a claim, or may cancel the Contract.

If your non-disclosure is fraudulent we may also have the option of avoiding the Contract from the beginning.

If you are not sure that something is relevant, it is best to disclose it anyway.

Also, be sure to notify us of any changes which affect your Policy.

## Effective Date of Individual Insurance

The insurance of any insured person (as specified in the schedule) will become effective on the latest of the following dates:

- (a) on the commencing date of the period of insurance;
- (b) on the date such insured person becomes eligible for insurance hereunder;
- (c) where a proposal is required by us on the date of our acceptance of the insured person's written proposal.

## **Words with special meanings**

**"Aggregate limit of liability"** means:

- (a) the maximum amount we will pay for all claims (except those referred to under (b) below) arising during any one Period of Insurance.
- (b) the maximum amount we will pay for all claims arising during any one Period of Insurance relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes.

The aggregate limits are shown on the policy schedule.

If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.

**"Schedule"** means the Placing Schedule

**"Compensation"** means the amount of benefit shown in the Compensation Tables of this Policy.

**"Dependant Children"** means the unmarried dependant children of the insured person who are:

- (a) over 6 months of age and under 19 years of age, or
  - (b) under 25 years of age while they are full time students at an accredited institution of higher learning;
- and, at the time of the event giving rise to a claim under Part 1 – Section A – Capital Benefits, Spouse and Dependant Children Benefit of this policy, are primarily dependant on the insured person for maintenance and support.

Dependant children includes step or legally adopted children.

**"Excluded period of claim"** means the number of days after medical treatment by a legally qualified and registered medical practitioner, for which an insured person does not receive a weekly benefit.

**"Illness"** means any illness or disease which first occurs during the period of insurance and on or after the insured person's effective date of individual insurance.

**"Injury"** means bodily injury resulting from accident and which is not an illness and which

- (a) occurs during the period of insurance and on or after the insured person's effective date of individual insurance, and
- (b) within 12 months of the injury, results solely and independently of any other cause (including any pre-existing physical or congenital condition) in the events covered under this policy and
- (c) includes any condition resulting from exposure to the elements whether as a result of injury or not.

**"Insured person"** means any person described in the schedule as an Insured Person.

**"Loss"** in connection with a limb or part of a limb means physical severance or permanent loss of use.

**"Partial disablement"** means disablement as a result of injury that prevents an insured person from carrying out a substantial part (more than 50%) of all the normal duties of their usual occupation, business or profession.

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

**"Pre disability earnings"** means

1. If an insured person is self employed:

gross weekly income from personal exertion after allowing for costs and expenses incurred in deriving that income averaged over the 12 months prior to injury or illness or any shorter period that they have been engaged in their occupation.

2. If an insured person is an employee:

- (a) where remunerated by wages or salary – the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding overtime payments, bonuses, commission or allowances.
- (b) where remunerated by TEC (ie total employee cost or salary package) – the average gross weekly value of the income package earned from personal exertion (including but not limited to wages and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances) before personal deduction and income tax, but excluding overtime payments, bonuses, commission or allowances at the time of injury or illness.

all derived during the 12 calendar months period immediately preceding the Injury or Illness giving rise to the claim under this Policy

**“Period of Insurance”** means the period shown in the schedule.

**“Permanent”** means continuing for at least twelve consecutive months and which at the end of that time is certified by a registered and legally qualified medical practitioner (who is not the insured person or a family member of the insured person) as likely, in all probability, to continue for life.

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

**“Spouse”** means the husband or wife or any de-facto marital partner of the insured person who has continuously lived with the insured person for at least 3 calendar months prior to the event giving rise to a claim under Part 1 – Section A – Capital Benefits, Spouse and Dependant Children Benefits of this policy.

**“Total Disablement”** means total disablement as a result of injury that entirely prevents an insured person from

- (a) carrying out all the normal duties of their usual occupation, business or profession, or
- (b) where they are engaged in more than one occupation, business or profession, all of them.

If illness cover has been selected, total disablement will also mean such inability occurring in the same circumstances resulting from illness.

**“We” “Our” “Us”** means the insurer shown in the schedule.

**“You” “Your”** means the insured shown in the schedule.

### **Who can cancel this policy**

- (a) If you are not satisfied with any aspect of this policy, we will refund the premium in full and cancel it from the commencement date of the period of insurance if:
  - (i) the policy is returned to us within fourteen (14) days of the commencement date of the period of insurance, and
  - (ii) nothing has happened to give rise to a claim.
- (b) The policy may be cancelled by you at any other time by notifying us in writing and we will refund the premium for the unexpired period of insurance. It is your responsibility to inform the insured persons.
- (c) We may cancel this policy by giving three business days notice in writing upon breach of any of the policy’s conditions, including non payment of premium, or for any other reason available to us at law.

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

# PART 1

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## Section A – Capital Benefits

### What we will pay

We will pay amounts set out in the compensation tables in this section of the policy in respect of an insured person if the payable conditions shown are a result of injury.

### What we will not pay

We will not pay for any claim under this section of the policy if the claim arises directly or indirectly out of any of the following:

- (a) Illness, except illness directly resulting from medical or surgical treatment rendered necessary by such injury;
- (b) Suicide or attempted suicide;
- (c) See also Part 2.

### Capital Benefits

- (a) Any payable condition claimed under Capital Benefits must occur within 12 months of the date of injury;
- (b) Any Capital Benefit payable shall be reduced by any amount of any other capital benefit we have paid or are liable to pay in connection with the same injury;
- (c) Any Capital Benefit payable under this section will be reduced by any amounts paid under the Disappearance Capital Benefit;
- (d) The maximum amount we will pay for any one event involving more than one insured person is the aggregate limit of liability shown in the schedule. If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.

## Compensation Table – Capital Benefits

Injury Resulting in: Payable Condition	Compensation as a percentage of the Capital Sum Insured shown in the Schedule
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent Disability not otherwise provided	The percentage we determine as being consistent with the compensation provided in this table but not exceeding 75%.
4. Permanent paraplegia	100%
5. Permanent quadriplegia	100%
6. Permanent unsound mind to the extent of legal incapacity	100%
7. Permanent and incurable paralysis of all limbs	100%
8. Permanent total loss of the entire sight of one or both eyes	100%
9. Permanent total loss of hearing in both ears	100%
10. Permanent total loss of the use of both hands	100%
11. Permanent total loss of the use of both arms	100%
12. Permanent total loss of the use of both feet	100%
13. Permanent total loss of the use of both legs	100%
14. Permanent total loss of the use of one hand and one foot	100%
15. Permanent total loss of the use of one hand and one arm	100%
16. Permanent total loss of the lens of one eye	50%
17. Permanent total loss of the hearing in one ear	50%
18. Permanent total loss of the use of one foot or one leg	50%
19. Permanent total loss of the use of four fingers and thumb of either hand	75%
20. Permanent total loss of the use of four fingers of either hand	40%
21. Permanent total loss of the use of the one thumb, both joints	20%
22. Permanent total loss of the use of one thumb, one joint	15%
23. Permanent total loss of the use of a finger, three joints	10%
24. Permanent total loss of the use of a finger, two joints	8%
25. Permanent total loss of the use of a finger, one joint	5%
26. Permanent total loss of the use of all the toes on one foot	15%
27. Permanent total loss of the use of great toe, both joints	5%
28. Permanent total loss of the use of great toe, one joint	3%
29. Permanent total loss of the use of other toe, (each toe)	1%
30. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	50%
31. Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures (to \$10,000 in total for all teeth)	1%
32. Shortening of leg by at least 5cm	7%

## Additional Capital Benefits

- (a) Any payable condition claimed under Additional Capital Benefits must occur within 12 months of the date of injury;
- (b) Break means a complete break of a bone and does not include a fracture.

## Compensation Table – Additional Capital Benefits

Broken Bones Additional Capital Benefit is \$2,000 or any other amount stated in the schedule.

Injury resulting in the following broken bones: Payable Condition	Compensation as a percentage of the Broken Bones Additional Capital Benefit
1. Neck skull or spine	100%
2. Hip	75%
3. Jaw, pelvis, leg, ankle or knee	50%
4. Cheekbone or shoulder	30%
5. Arm, Elbow or wrist	10%
6. Nose or collarbone	20%
7. Foot or hand	5%
8. In the case of established non union of any of the above breaks, an additional	5%

Surgical Procedures Additional Capital Benefits is \$10,000 or any other amount stated in the schedule.

Cover under this Additional Benefit applies only if the surgery is undertaken outside of Australia.

Injury resulting in the following Surgical Procedures: Payable Condition	Compensation as a percentage of the Surgical Procedures Additional Capital Benefit
Craniotomy	100%
Amputation of a limb	50%
Fracture if a limb requiring open reduction	50%
Dislocation requiring open reduction	50%
Any other surgical procedure carried out under a general anaesthetic	10%

## Lifestyle Modification Additional Capital Benefit

If an insured person is paid a capital benefit under any of payable conditions 2, 4, 5, 7, 8, 11, 12, 13 and 16 we will also pay for the cost necessarily incurred by the insured person in modifying:

- (a) their motor vehicle or
- (b) their home or
- (c) in relocating to a suitable home

up to a maximum of 80% of the cost incurred or \$10,000 or any other greater amount stated in the schedule, whichever is the lower amount.

This benefit is only payable:



- (a) where the modification/relocation are undertaken with our prior written agreement and the agreement of the insured person's attending physician; and
- (b) in respect of one residence or vehicle only.

## **Disappearance Capital Benefits**

If an insured person disappears and after twelve calendar months it is reasonable for us to believe they have died due to an insured injury, we will pay the death benefit accordingly, subject to receipt of a signed undertaking by you that any such compensation shall be refunded if the insured person is later found to be alive.

## **Spouse and Dependant Children Benefit**

If the insured person suffers a work related injury which results in death we will pay the following amounts in addition to the compensation payable on the life of the insured person:

1. Surviving spouse benefit - \$5,000 or any other amount stated in the Schedule:
2. Dependant children benefit - \$5,000 or any other amount stated in the schedule for each dependant child to a maximum of \$15,000 or any other amount stated in the Schedule.

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

We will pay to the insured person compensation of \$25,000 or any other amount stated in the Schedule if the insured person accidentally contracts the Human Immuno-deficiency Virus (H.I.V) infection:

- (a) as a direct result of injury caused by a physical and violent bodily assault by another person on the insured person while he or she is covered under this policy; or
- (b) as a direct result of the administering of medical treatment provided by a registered and legally qualified medical practitioner or registered nurse of an insured person's covered injury or illness while he or she is insured under this policy.

## **Special Conditions**

1. Compensation will only be payable if the insured person is positively diagnosed within 180 days of the event giving rise to the H.I.V. infection.
2. Compensation shall not be payable unless 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 registered and legally qualified medical practitioner no more than forty eight (48) hours from the time and date of the event giving rise to the H.I.V. infection.
3. The medical tests (to be made by recognised laboratory and clinical tests) carried out in connection with this Benefit must prove conclusively that the insured person was not H.I.V. positive at the time and date of the event giving rise to the H.I.V. infection. No compensation is payable if you or the insured person fail to comply with or to provide the required level of proof.

## Section B – Weekly Benefits – Injury

### What we will pay

We will pay amounts as set out in the compensation table in this section of the policy in respect of an insured person if the payable conditions shown are a result of injury.

### What we will not pay

We will not pay for any claim under this section of the policy if the claim arises directly or indirectly out of any of the following:

- (a) Illness except illness directly resulting from medical or surgical treatment rendered necessary by such injury;
- (b) See also Part 2.

We will also not pay where weekly illness benefits are being claimed for the same period of time.

### Weekly Benefit – Injury

- (a) Any payable condition claim must occur within 12 months of the date of injury.
- (b) Successive periods of disablement
  - i. resulting from the same injury and
  - ii. which are not separated by a return to active full time employment for six months or more will be considered as one period of disablement
- (c) Weekly benefits will be paid after the excluded period of claim has elapsed.
- (d) We will continue to pay weekly benefits while the insured person suffers disablement up to a maximum of 156 weeks or any shorter period shown in the schedule.

The weekly benefit we pay will be

- (a) the amount shown in the compensation table or
  - (b) the insured person's pre disability earnings,
- whichever is less and will be reduced by
- (c) weekly benefits paid or payable from any statutory transport accident scheme or statutory workers compensation scheme or other insurance policy paying periodical disability benefits.

We will pay one-seventh (1/7<sup>th</sup>) of the weekly benefit for each day of disablement where disablement lasts for less than a week.

## Compensation Table – Weekly benefits – Injury

Injury resulting in: Payable Condition	Compensation
1. Total disablement (weekly benefit)	As per schedule
2. Partial disablement (weekly benefit)  If the insured person returns to work in a reduced capacity weekly  If the insured person does not return to work	The difference between the compensation for total disablement and the income earned from personal exertion, or  25% of the compensation for total disablement

### Rehabilitation Additional Benefit

If an insured person is paid a weekly benefit under any of payable conditions under this section we will also pay for the costs incurred by the insured person for participation in a return to work program if:

- (a) we consider the costs reasonable and
  - (b) the insured person’s medical practitioner agrees,
- up to a maximum of \$5,000 or any other amount stated in the schedule.

### Escalation of Claim Benefit

After payment of the compensation under Section B continuously for twelve months and again after each subsequent period of twelve months during which compensation is paid, we will increase the compensation by 5% compound per annum.

## Section C – Weekly Benefits – Illness

### What we will pay

We will pay amounts as set out in the compensation table in this section of the policy in respect of an insured person if the payable conditions shown are result of illness.

### What we will not pay

We will not pay for any claim under this section of the policy if the claim arises directly or indirectly out of any of the following:

- (a) Injury.
- (b) See also Part 2.

We will also not pay where weekly injury benefits are being claimed for the same period of time.

### Weekly Benefits – Illness

- (a) Any payable condition claimed must occur within 12 months of the date of illness.
- (b) Successive periods of total disablement
  - i. resulting from the same illness and
  - ii. which are not separated by a return to active full time employment for six months or more will be considered as one period of total disablement.
- (c) Weekly benefits will be paid after the excluded period of claim has elapsed.
- (d) We will continue to pay weekly benefits while the insured person suffers total disablement up to a maximum of 156weeks or any shorter period shown in the schedule.

The weekly benefit we pay will be

- (a) the amount shown in the compensation table or
  - (b) the insured person's pre disability earnings,
- whichever is less, and will be reduced by
- (c) weekly benefits paid or payable from any statutory transport accident scheme or statutory workers compensation scheme or other insurance policy paying periodical disability benefits.

## Compensation Table – Weekly Benefits - Illness

Illness resulting in: Payable Condition	Compensation
1. Total disablement (weekly benefit)	As per schedule
2. Partial disablement (weekly benefit)	
If the insured person returns to work in a reduced capacity.	The difference between the compensation for total disablement and the weekly income earned from personal exertion.
If the insured person does not return to work	25% of the compensation for total disablement

## Additional Illness Surgical Procedures Capital Benefits

- Any payable condition claimed must occur within 12 months of the date of illness.
- These additional benefits apply only if the insured person is covered for illness weekly benefits.
- Cover under this Additional Benefit applies only if the surgery is undertaken outside of Australia.

## Compensation Table – Additional Illness Surgical Procedures Capital Benefits

Surgical Procedures Additional Capital Benefit is \$10,000

Illness resulting in the following surgical procedures: Payable Condition	Compensation as a percentage of the Surgical Procedures Additional Capital Benefit
1. Open heart surgical procedure	100%
2. Brain Surgery	50%
3. Abdominal surgery carried out under general anaesthetic	50%
4. Any other surgery carried out under a general anaesthetic	5%

## Rehabilitation Additional Benefit

If an insured person is paid a weekly benefit under any of payable conditions under this section we will also pay for the costs incurred by the insured person for participation in a return to work program if

- we consider the costs reasonable and
  - the insured person's medical practitioner agrees
- up to a maximum of \$5,000 or any other amount stated in the Schedule.

## Escalation of Claim Benefit

After payment of the compensation under Section C continuously for twelve months and again after each subsequent period of twelve months during which compensation is paid, we will increase the compensation by 5% compound per annum.

## PART 2

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### Exclusions

#### Things that are not covered by any part of the policy

We will not pay for any claim under any section of the policy if the claim arises directly or indirectly out of any of the following:

1. War whether declared or not, invasion or civil war.

This exclusion 1. shall not apply to an injury or sickness sustained as a result of hijacking, riot, strike or civil commotion.

2. The use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
3. Intentional self injury or suicide or any attempt at suicide;
4. Flying or other aerial activity unless as a passenger in a properly licensed aircraft;
5. The insured person's criminal or illegal act;
6. Participating in or training for any professional sport;
7. Pregnancy, childbirth or miscarriage.

Provided however, this Exclusion does not apply to an insured person who sustains an injury or illness which necessitates medical treatment of a kind not given as part of a routine treatment for a pregnancy or confinement;

8. Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection. This exclusion does not apply to the Accidental H.I.V. Infection benefit.

#### Age limit

This policy covers insured persons who are under 65 years of age or such other age as is specified in the schedule.

## PART 3

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### Claims

#### What you need to know when making a claim

1. If anything happens that is likely to lead to a claim the insured person must:
  - (a) follow medical advice from a legally qualified and registered medical practitioner as soon as possible after sustaining injury or illness;
  - (b) give us notice in writing, by telephone or in person describing the occurrence;
  - (c) tell us promptly;
  - (d) fully complete our claim form and return it to us within 30 days;
  - (e) undergo any medical examination by a doctor appointed by us if we require it; and at your expense provide us with any information about the claim we ask for including
  - (f) doctor's reports;
  - (g) letters and notices you receive from anyone else about your claim.
2. If you or the insured person act fraudulently we can reject the claim altogether and cancel this policy;
3. You and the insured person must give us written notice as soon as possible of every claim, writ, summons or proceedings, including any prosecution or inquest, and all information in regard to matters which may lead to a claim under this policy;
4. As soon as an event that can justify a claim occurs, the insured person must make every endeavour to minimise the loss or damage;
5. In the event of a claim you must advise us of any other insurance you and the insured person have covering the same risk. If you or the insured person can claim from anyone else and we have already paid for the claim, you must render all reasonable assistance to us including but not limited to the proper lodgement of a claim in order that we may obtain a rateable recovery from any other insurer;
6. We have the sole right to make admissions. We may refuse to protect the insured person if you or the insured person if you or the insured person admits fault, makes any offer of payment or defends a claim in court without our consent;
7. We will be entitled to conduct in your name the defence or settlement of any claim or to prosecute in your or the insured person's name;
8. We will pay benefits to you unless you instruct us to do otherwise.

