

**SLE WORLDWIDE AUSTRALIA PTY LIMITED**

**A.B.N. 15 066 698 575 AFSL 237 268**

**www.sleworldwide.com.au**

**SLE WORLDWIDE AUSTRALIA PTY LIMITED**

**GROUP PERSONAL INJURY INSURANCE**

**FOR**

**AMATEUR SPORTS**

**Product Disclosure Statement and Policy Wording**

**July 2019**

# SLE WORLDWIDE AUSTRALIA PTY LIMITED

A.B.N. 15 066 698 575 AFSL 237 268

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## SLE WORLDWIDE AUSTRALIA PTY LIMITED

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## PRODUCT DISCLOSURE STATEMENT

### ABOUT THE PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

This document, which is Your Product Disclosure Statement (PDS) and includes the Policy Wording, contains important information to help You understand SLE Worldwide Australia's Group Personal Injury Insurance Policy (the Policy). Before You decide whether to purchase this insurance, You need to read this document carefully to understand its features, benefits and risks. Other documents may form part of Our PDS. If they do, We will tell You in the relevant document.

The offer to apply for this insurance is only available to persons receiving this PDS in Australia.

### WHO IS SLE WORLDWIDE AUSTRALIA?

SLE Worldwide Australia Pty Limited (ABN 15 066 698 575 AFSL number 237 268), acts as agent under a binder for the Insurer and is able to enter into, renew, cancel and administer the Policy and deal with and settle any claims under it, on the Insurer's behalf. In this PDS, references to "SLE", "We", "Our" or "Us" refer to SLE Worldwide Australia Pty Limited. SLE does not act as the agent of anyone insured under the Policy.

You can contact SLE by:

Writing to: Level 11, 56 Clarence St, Sydney NSW 2000  
Telephone on: 02 9249 4850  
Facsimile on: 02 9249 4840

### WHO IS THE ISSUER?

The issuer of this PDS and the Insurer of this Policy is certain Underwriters at Lloyd's, (referred to in this PDS as the 'Insurer'). You can contact the Insurer by writing to: Suite 2, Level 21, 123 Pitt Street, Sydney, NSW 2000.

### UNDERSTANDING THE POLICY AND ITS COVER

The Policy is acquired by the Insured specified on the Schedule and provides insurance cover in relation to certain eligible persons (these are called Insured Persons – see Important Definitions).

In summary, this Policy can provide the following covers:

- **Death and Permanent disablement** – a lump sum is payable following Injury resulting in accidental death or one of the Permanent disabilities specified in Section A – Capital Benefits (See Insured Events 1-17 on pages 13 and 14);
- **Weekly Benefit following Injury** – an agreed weekly benefit (up to a maximum amount) following Injury resulting in Temporary Total Disablement (See Section B - Insured Events 18 – 20 on page 15);
- **Reimbursement of expenses** – the Insurer will reimburse certain expenses (up to a certain maximum amounts) incurred in relation to an Injury (see Section C – Special Benefits on pages 16 to 18);

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Each of the above covers is subject to limits and conditions. To properly understand the cover and the relevant rights and obligations, everyone covered needs to carefully read:

- This **PDS** section – this sets out how the Policy works, what Our agreement comprises and other important information You need to know before applying for this insurance; and
- The Policy Wording section (which forms a part of this PDS) Starting on page 10, this consists of the following:
- The **Important Definitions** section - this defines certain terms. These set out how We define a particular term in the Policy and can affect the extent of cover;
- The **Extent of Cover (Sections A, B and C), Table of Benefits, Additional Benefits and Special Provisions** sections – these set out the available cover, benefits and limits that apply;
- The **General Exclusions** section - this sets out specific exclusions that apply to all covers;
- The **General Conditions** section - this sets out certain general rights and obligations. If an Insured Person fails to comply with certain conditions We may be able to refuse to pay a claim;
- The **Schedule** and any endorsement We issue when cover is entered into or during the Period of Insurance. These act to vary the standard cover provided. Once We have issued the Policy to You, We will issue You with a Policy Schedule setting out specific details about the cover provided in respect of Insured Persons. Reference in this PDS to the 'Schedule' are references to the Policy Schedule.

There are maximum amounts payable under the Policy as stated in the Policy Schedule with respect to each Insured Person and with respect to all claims payable under the Policy during each Period of Insurance, this is set out in the Schedule.

### APPLYING FOR COVER

When applying for this Policy, You will need to complete an application form. The application is subject to acceptance by Us on behalf of the Insurer. Based on the information You provide, We may offer cover and terms specific to You. Once We have agreed on the terms, We will issue You with a Schedule including the following relevant information:

- the Period of Insurance;
- the premium, including any Stamp Duty and GST;
- the benefits provided;
- the period during which no claim is payable (the Deferral Period);
- the maximum period during which claims will be paid (the Benefit Period);
- the total amount We will pay for all claims per Period of Insurance;
- the Scope of Cover; and;
- any endorsements which vary the standard terms;
- all Insured persons are automatically covered if they fall within the description in the Schedule.

### PREMIUMS

In order to calculate Your Premium, We take various factors into consideration, including:

- the Sum Insured in respect of Insured Persons under the Policy;
- the Scope of Cover;
- the Deferral Period;
- Your previous insurance history;
- The number of Insured Persons under the Policy.

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Your Premium also includes amounts payable in respect of compulsory government charges (e.g. Stamp Duty and GST) plus any additional charges We tell You of.

When You apply for this insurance, and before the Policy is renewed each year, You will be advised of the total premium amount payable for that year. If You choose to effect cover, the amounts due will be clearly set out in Your Schedule. Premiums are payable annually in advance.

### THE AGREEMENT

Once We have accepted Your application for insurance on the Insurer's behalf, the agreement between You and the Insurer is set out in:

- **this PDS and Policy wording** – it sets out the standard terms, limits and conditions that apply;
- **the application for insurance** – this is what needs to be completed to apply for cover;
- **the most recent Schedule We issue** – this shows the cover We have agreed to provide and the terms and conditions that apply specifically to the Policy; and
- **any written endorsements We issue** – these act to vary the cover provided.

The Policy is a contract between You and the Insurer. The above documents make up the Policy and should be carefully read together. It is important that they are kept in a safe place.

### CONFIRMATION OF COVER

Once Your application for insurance has been accepted by Us on behalf of the Insurer, We will send You the Schedule and any written endorsements to confirm the issue of Your Policy. Should You wish to confirm any Policy transaction at any time, You should contact Us at Level 11, 56 Clarence Street, Sydney, NSW, 2000, or call Us on Telephone No. 02 9249 4850.

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### DUTY OF DISCLOSURE

The Insurance Contracts Act 1984 requires a person before they enter into the Policy with Us, to provide Us with the information We need to enable Us to decide whether and on what terms to provide cover. We ask various questions when You apply for cover and when You answer these questions, You must:

- give Us honest and complete answers; and
- tell Us everything know to You; and which a reasonable person in the circumstances, would include in answer to the questions.

We will use the answers in deciding whether to insure You and the Insured persons, and on what terms.

If You vary, renew, extend, reinstate or replace the Policy You duty is to tell Us before that time, every matter known to You which:

- You know; or
- a reasonable person in the circumstances could be expected to know,

is relevant to Our decision whether to insure You and whether any special conditions need to apply to the Policy.

You do not need to tell Us about any matter that:

- diminishes Our risk;
- is of common knowledge;
- We know or should know in the ordinary course of Our insurance business; or
- We tell You We do not need to know.

*Who does the duty apply to?*

It is important that You understand You are answering our questions in this way for Yourself and the Insured Persons.

*What happens if the duty is breached?*

If the duty is breached We may cancel the Policy or reduce the amount We pay for any claim. If fraud is involved, We may treat the Policy as if it never existed and pay nothing.

### COOLING OFF PERIOD

Even after You are issued with the Policy, You still have cooling off rights. You can cancel the Policy by notifying Us in writing, either directly or via Your insurance broker, within 14 days from the earlier of the date You receive Your Schedule or the end of the 5<sup>th</sup> day after the day on which the Policy was issued to You. If You cancel the Policy within the cooling off period, We will refund the Premium paid (except any amounts of tax or duties which We are unable to recover), unless You or the Insured Person has made a claim under the Policy. After this period You can still cancel the Policy in accordance with the Cancellation clause in the General Conditions section on page 23.

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### **CLAIMS INFORMATION**

In the event of a claim You or the Insured person should contact Us at Level 11, 56 Clarence Street, Sydney NSW 2000 or call Us on Telephone No. 02 9249 4850.

IMMEDIATE notice should be given in the event of a claim.

Before We pay any claim We require all relevant medical certificates, accounts, receipts and information in such form and within such time as We require. It is important that originals of all such documents are kept to ensure the relevant loss can be established.

We may refuse to pay or reduce the amount We pay under a claim in certain circumstances, in particular:

- where an exclusion applies (see page 21- 22 for details of the exclusions applying) ;
- if You do not comply with the terms and conditions of this insurance;
- if You do not comply with Your Duty of Disclosure or make a misrepresentation; or
- if You make a fraudulent claim.

Any claim settlements, will exclude GST. However, if there is a shortfall between the GST component of Your claim and the amount of input tax credit You are entitled to, We will pay this shortfall in addition to the claim settlement up to the total of all amounts insured.

### **GENERAL INSURANCE CODE OF PRACTICE**

The Insurance Council of Australia has developed a General Insurance Code of Practice, which is a self-regulatory code for use by all insurers. This aims to raise the standards of practice and service in the Insurance Industry and it includes the following:

- When a claim is lodged We will set out in plain language what information We need and how a claim can be made; and
- We will respond promptly to any request made for assistance with a claim and it will be considered and assessed promptly.

SLE and the issuer proudly support the General Insurance Code of Practice. The Code and further information about it is available at <http://www.codeofpractice.com.au>

### **DISPUTE RESOLUTION**

Any enquiry or complaint relating to this insurance should be referred to SLE in the first instance at Level 11, 56 Clarence Street, Sydney NSW 2000 Telephone number 02 9249 4850.

If SLE is unable to resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should then contact:

Lloyd's Underwriters' General Representative in Australia  
Lloyd's Australia Ltd  
Lvl 9, 1 O'Connell Street, Sydney NSW 2000  
Telephone Number: (02) 8298 0700  
Fax: (02) 8298 0788

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Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

If the Insurer is unable to resolve Your dispute to Your satisfaction You may refer the dispute to the Australian Financial Complaints Authority (AFCA) GPO Box 3 Melbourne VIC 3001, National Toll Free No 1800 931 678, operated by Australian Financial Complaints Authority (AFCA) under the terms of the General Insurance Code of Practice. AFCA will provide free, fast and binding dispute resolution to consumers and small businesses. Further details are available from Lloyd's Australia Limited at the address above or visit the AFCA website: [www.afca.org.au](http://www.afca.org.au)

### TAXATION

Generally, for lump sum benefits under the Policy, premiums payable for this cover are not tax deductible, nor are any benefits taxable. However, premiums may be tax deductible and benefits may therefore be taxable if the Policy is taken out for business purposes. Generally for Temporary Total Disablement benefits, these benefits will be taxable and must be declared on Your yearly tax return.

This taxation information is a general statement only based on continuance of present tax laws and our interpretation of those laws. Your individual situation may differ and You should therefore seek professional advice about the taxation implications of this policy for Your circumstances.

### PRIVACY NOTICE

We are bound by the Privacy Act 1988 (Cth) and its principles when We collect and handle Your personal information and the personal information of Insured persons.

Any personal information You or an Insured Person provides is used by US and Our agents to assess the application for insurance, issue the Policy and administer the parties' rights and obligations in relation to the Policy, including claims.

This information may be disclosed to third parties involved in the above process, such as reinsurers, claims handlers, medical service providers, insurance assessors, Your agents and Our related companies. The use and disclosure of such personal information provided to third parties will be limited to the specific purpose for which it was supplied.

When You give personal information about other individuals, We and Our agents rely on You to have made or make them aware:

- that You will or may provide their information to Us;
- the types of third parties to whom the information may be provided;
- the relevant purposes We and the third parties We disclose it to will use it for; and
- how they can access it.

If it is sensitive information We rely on You to have obtained their consent on these matters. If You have not done or will not do any of the above, You must tell Us or Our agents before You provide the relevant information.

You can obtain a copy of Our Privacy policy, seek access to or correct Your personal information or opt out of receiving materials We send by contacting SLE. If You do not agree to the above or will not provide Us with personal information, We may not be able to provide You with Our services or products.



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### **UPDATING OUR PDS**

The information in this PDS is up to date at the time it was prepared. We may need to update the information in the PDS from time to time. We will issue You with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance. In other circumstances, We may update the information contained in this PDS by making it available on a website; [www.sleaustralia.com.au](http://www.sleaustralia.com.au) or You may call Us on 02 9249 4850. A paper copy of any updated information is available to You at no cost upon request.

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### THE POLICY WORDING

#### IMPORTANT DEFINITIONS

The following important definitions apply to this Policy. They set out what We intend by each of the relevant terms when used with a capital letter in the Policy. This may be different to what You commonly understand such terms to mean, so please read them carefully as they affect the extent of cover provided:

**ACCIDENT** means any sudden or unforeseen specific event which occurs at an identifiable time and place.

**ACCIDENTAL DEATH** means the death of the Insured Person resulting from an Accident.

**AGGREGATE LIMIT OF LIABILITY** means Our total liability for all claims arising under the Policy in respect to all Insured Persons during any one Period of Insurance as specified in the Schedule.

**COMMENCEMENT DATE OF INDIVIDUAL COVERAGE** means in respect of each Insured Person, the latest of the following dates:

- (a) the commencement date of the Period of Insurance set out in the Schedule; or
- (b) the date the relevant Insured Person becomes eligible for insurance under this Policy.

**CONFINEMENT TO BED / BED CARE PATIENT** means if an Insured Person is necessarily confined to bed (such confinement commencing after the Insured Person's Commencement Date of Individual Coverage) for a continuous period of not less than 24 hours and their confinement is certified as necessary by a Medical Practitioner to be under the continuous care of a registered nurse (other than the Insured Person or a member of their immediate family). Confinement to Bed / Bed Care Patient does not include the Insured Person as a patient in any 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 the care or treatment of alcoholics or drug addicts.

**DEFERRAL PERIOD** means the period specified as such in the Schedule commencing from the first day of Temporary Total Disablement on which medical advice or treatment was sought in respect of the Insured Person's Injury, during which no compensation is payable.

**DISABILITY** means disability resulting from an Injury, which substantially (more than fifty percent) prevents an Insured Person from obtaining or keeping any employment, or from undertaking any work on their own account, which is of a kind which, apart from the Injury, would be suited to their age, experience and qualifications.

**FINGERS OR TOES** means the digits of a Hand or Foot.

**FOOT** means the entire foot below the ankle.

**HAND** means the entire hand below the wrist.

**INCOME** means if the Insured Person is a salaried person, the average of their gross weekly income earned from personal exertion in their usual business, occupation or employment (other than playing sports) for the number of weeks worked, during the twelve (12) month period immediately preceding Injury, resulting in any of the Insured Events covered by this Policy, excluding bonuses, commissions, overtime payments or other allowances.

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If the Insured Person is a self employed person, the average of their gross weekly income earned from personal exertion in their usual business, occupation or employment (other than playing sports) for the number of weeks worked, during the twelve (12) month period immediately preceding Injury, resulting in any of the Insured Events covered by this Policy, but after the deduction of all necessary business expenses incurred in deriving that income.

**INJURY** means bodily injury which:

- (a) is sustained by an Insured Person during the Period of Insurance and while they are covered as an Insured Person under this Policy; and
- (b) results from an Accident and is caused by sudden, violent, external and visible means; and
- (c) occurs solely and directly and independently of any other cause, including any illness, sickness, disease, pre-existing physical or congenital condition or heatstroke, except illness or sickness directly resulting from, or medical or surgical treatment rendered necessary by such Injury; and
- (d) occurs whilst they are engaged in the following activities on behalf of the Insured:
  - (i) engaging/playing in official club matches/activities including championship, club or State representative matches/activities;
  - (ii) engaging in official organised training or practice for activities as described in (a) above;
  - (iii) travelling directly between the matches/activities in (i) or (ii) above, and their residence or place of employment or the premises of the Insured, subject to **Special Provision 5**;
  - (iv) engaging in administrative or organised social activities of the Insured whether or not the Insured Person is travelling individually or in a group or as a team member.
  - (v) staying away from their home district during a tour for the purpose of participating in representative matches/activities;

Injury does not include any Event caused as a result of Heatstroke and/or caused directly or indirectly by or attributable to any sickness or disease.

**INSURED** means the person or nominated association specified as the Insured on the Schedule.

**INSURER** means certain Underwriter's at Lloyd's, with their representatives in Australia being, Lloyd's Underwriters' General Representative in Australia.

**INSURED PERSON** means the person(s) who meet the description noted on the Schedule under Insured Person(s).

**LIMB** means the entire limb between the hip and the ankle or between the shoulder and the wrist.

**LOSS** means in connection with: -

- (a) a Limb, Permanent physical severance or Permanent total loss of use of the Limb;
- (b) an eye, total and Permanent loss of all sight in the eye;
- (c) hearing, total and Permanent loss of hearing;

and which in each case is caused by Injury.

**MEDICAL PRACTITIONER** means a legally qualified doctor of medicine or specialist registered in the place where the Insured Person received the services and who is not the Insured Person or a relative of theirs.

**PARAPLEGIA** means Permanent and entire paralysis of both legs and part or whole of the lower half of the body.

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**PERIOD OF INSURANCE** means the period specified in the Schedule, or any subsequent period in respect of which the Insured shall have paid and We shall have accepted the Premium required for the renewal of this Policy as provided in General Condition 3.

**PERMANENT** means lasting twelve (12) consecutive calendar months from the date of injury and at the expiry of that period being certified by a Medical Practitioner as being beyond hope of improvement.

**POLICY** means SLE Worldwide Australia Pty Limited Group Personal Injury Insurance for Amateur Sports policy issued by Us on behalf of the Insurer to You, the terms and conditions of which are set out in this PDS and Policy Wording and the Schedule.

**PROFESSIONAL SPORTS** means any sport for which an Insured Person receives any fee or monetary reward as a result of their participation.

**QUADRIPLEGIA** means Permanent and entire paralysis of both legs and both arms.

**SCHEDULE** means the most current Schedule issued by Us to You in relation to this Policy.

**TEMPORARY TOTAL DISABLEMENT** means, as a result of Injury the Insured Person is wholly and continuously prevented from engaging in all of the duties of their usual occupation and is not engaged in any other occupation and is under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner.

### TRAVEL AND ACCOMMODATION EXPENSES

We will reimburse reasonable travel and or accommodation expenses necessarily incurred as a result of an Injury (as defined) to an Insured Person up to the limits set out in the policy Schedule.

- a) in the direct transportation of the Insured Person to a hospital or place of treatment providing such medically referred treatment requires travel in excess of 100kms
- b) in the emergency attendance on the Insured Person of (1) one of the Insured Person's parents, guardian, spouse, partner or children, and which results in the need for overnight accommodation in either a registered hotel or motel.
- c) travel expenses means the reasonable petrol costs associated when a private motor vehicle is used or reasonable domestic airfare charges in a properly licensed aircraft and these expenses are the result of the circumstances set out above in either (a) and (b).
- d) Accommodation expenses means the reasonable cost of overnight accommodation in either a registered hotel or motel.
- e) food and beverages are not covered under Travel and Accommodation Expenses.

**VOLUNTEER WORKER** means an individual engaged in unpaid work and services for and on behalf of the Insured. Such work and services must solely involve activities organised, authorised and under the control of the Insured and for whose time contribution and efforts such Volunteer Worker does not receive any Income (as defined) or any form or financial reward or remuneration. Such activities do not include heavy manual labour and/or construction work.

**WE, OUR and US** means SLE Worldwide Australia Pty Limited, ABN 15 066 698 575 AFSL number 237 268, of Level 11, 56 Clarence Street, Sydney, New South Wales, 2000, Australia, as agents for the Insurer, a company duly incorporated under the laws of Australia and registered in New South Wales, Australia.

**YOU/ YOUR/ YOURSELF** means the Insured named in the Schedule.

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### EXTENT OF COVER

Insurance cover under this Policy in respect of an Insured Person commences on the commencement Date of Individual Coverage for that Insured Person.

In consideration of the payment of the premium payable to Us by You, and subject to the terms and conditions of this Policy, We will provide the compensation specified in this Policy up to the relevant limits, in relation to the Events specified in Sections A, B and C below where that Event occurs in respect of an Insured Person while that Insured Person is covered under this Policy.

### SECTION A - CAPITAL BENEFITS COVER

#### EVENTS

Injury to an Insured Person resulting in one of the following Events within 12 calendar months of the date of the Injury:

#### THE COMPENSATION

(as a percentage of the Capital Benefit for each Event as specified in the Schedule)

Event 1.	Accidental death (refer to Special Provision number 6)	100%
Event 2.	Permanent Quadriplegia	100%
Event 3.	Permanent Paraplegia	100%
Event 4.	Permanent total loss of sight of both eyes	100%
Event 5.	Permanent total loss of sight of one eye	50%
Event 6.	Permanent total loss of use of two Limbs	100%
Event 7.	Permanent total loss of use of one Limb	100%
Event 8.	Permanent total loss of hearing in:	
	(a) both ears	(a) 75%
	(b) one ear	(b) 15%
Event 9.	Permanent total loss of lens of one eye	50%
Event 10.	Permanent total loss of use of 4 Fingers and thumb of either Hand	70%
Event 11.	Permanent total loss of use of 4 Fingers of either Hand	40%
Event 12.	Permanent total loss of use of Thumb of either Hand:	
	(a) both joints	(a) 30%
	(b) one joint	(b) 15%
Event 13.	Permanent total loss of use of a Finger of either Hand:	
	(a) three joints	(a) 10%
	(b) two joints	(b) 7%
	(c) one joint	(c) 5%
Event 14.	Permanent total loss of use of Toes of either foot:	
	(a) all - one Foot	(a) 15%
	(b) great - both joints	(b) 5%
	(c) great - one joint	(c) 3%
	(d) other than great - each one	(d) 1%
Event 15.	Fractured leg or patella with established non-union	10%
Event 16.	Shortening of leg by at least 5 cm	7%
Event 17.	Any Permanent Disability that is not total or is not listed under Events 8 to 16 above will be paid for in proportion to the degree of Permanent Disability as compared with the cases listed above without taking into account the occupation of the Insured Person.	

We will pay such a percentage of the Capital Benefit that We shall in Our absolute discretion determine

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and being in Our opinion not inconsistent with the compensation provided under Events 8 to 16 inclusive, limited always to a maximum of 75% of the Event 1 compensation amount.

***(Please refer to the Special Provisions (pages 19 and 20), General Exclusions (pages 21 and 22) and General Conditions (pages 23 to 25) sections for additional limits that apply to the above cover)***

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### SECTION B - WEEKLY BENEFITS

**Event 18.** Injury resulting in Temporary Total Disablement of an Insured Person where the Insured Person earns an Income.

If the Insured Person suffers an Injury resulting in Temporary Total Disablement, We shall pay the agreed percentage (as set out in the Schedule) of the actual loss of or reduction in Income OR the maximum amount specified in the Schedule for this benefit, whichever is the lesser while the Insured Person suffers Temporary Total Disablement after the end of the Deferral Period. This Event 18 applies only where, immediately prior to Injury, and the Insured Person earned an Income.

The compensation shall be payable for no longer than the benefit period specified in the Schedule from the end of the Deferral Period.

If an Insured Person continues to receive the whole or any part of their weekly Income following their Temporary Total Disablement, or if they are entitled to receive disability benefits under any workers compensation legislation, any accident compensation legislation or any legislation having a similar effect in respect of the same Injury, then the compensation payable under this Event 18 shall be reduced by these amounts.

**Event 19.** Injury resulting in Temporary Total Disablement of an Insured Person where the Insured Person does not earn an income.

If the Insured Person suffers an Injury resulting in Temporary Total Disablement, We shall pay the agreed percentage (as set out in the Schedule) of the actual cost of home help from a recognised and licensed domestic help agency for the duration of Temporary Total Disablement where a Medical Practitioner certifies this as necessary OR the maximum amount specified in the Schedule for this benefit, whichever is the lesser, while the Insured Person suffers Temporary Total Disablement after the end of the Deferral Period.

The compensation shall be payable for no longer than the benefit period specified in the Schedule from the end of the Deferral Period.

**Event 20.** Injury resulting in Temporary Total Disablement of an Insured Person where the Insured Person is a full time student.

If the Insured Person suffers an Injury resulting in Temporary Total Disablement, We shall pay the agreed percentage of the actual cost of home tutorial by a qualified tutor certified as necessary for the duration of Temporary Total Disablement by a Medical Practitioner OR the maximum amount specified in the Schedule for this benefit, whichever is the lesser, while the Insured Person suffers Temporary Total Disablement after the end of the Deferral Period. This Event 20 applies only where, immediately prior to Injury, and the Insured Person is a full time student.

After the Deferral Period for the above Events, the compensation shall be payable for no longer than the benefit period specified in the Schedule.

Compensation shall not be payable under more than one of the above Events 18, 19 or 20 in respect of the same Injury for the same Insured person.

***(Please refer to the Special Provisions (pages 19 and 20), General Exclusions (pages 21 and 22) and General Conditions (pages 23 to 25) sections for additional limits that apply to the above cover)***

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### **SECTION C - SPECIAL BENEFITS**

We will reimburse the following expenses up to the limits specified for each in the Schedule, provided that Our total liability under the Policy shall not exceed the Aggregate Limit of Liability.

#### **1. NON MEDICARE MEDICAL EXPENSES**

We will reimburse an Insured Person or an Insured for any Non Medicare Medical Expenses incurred within twelve (12) calendar months of and in relation to the Insured Person sustaining an Injury covered by this Policy.

Non Medicare Medical Expenses means medical expenses that are not subject to any full or partial Medicare rebate by You or by the Insured Person for treatment certified as necessary by a Medical Practitioner payable to a registered private hospital, registered physiotherapist or a similar registered provider of medical services including the cost of medical supplies or ambulance hire but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth, excluding dentures, and is caused directly by the relevant Injury.

Non Medicare Medical Expenses does not include any or part of any expenses for which a Medicare benefit is paid or is payable including the balance of monies due or payable by You after deduction of any Medicare benefit or rebate from the actual expense incurred (Commonly known as the "Medicare Gap").

We shall not pay for:

- a) any expense recoverable by You or by the Insured Person from any other insurance scheme or any plan providing medical/physiotherapy or similar coverage or from any other source except for the excess of the amount payable from such other insurance/plan or source;
- b) any expenses that would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth);
- c) This benefit only covers expenses that are not covered by the Medicare Act 1983. Further, it only applies to the difference between any private health insurance rebate to which an Insured Person may be entitled and the actual cost incurred by the Insured Person;
- d) more than the percentage specified in the Schedule of the amount of each claim made under this Section after the deduction of the Policy Excess specified in the Policy Schedule.

#### **2. OUT OF POCKET EXPENSES**

We will reimburse any reasonable out of pocket non – medical expenses, which have been paid by the Insured Person or the Insured on behalf of the Insured Person and which were authorised by the Insured Person's treating Medical Practitioner as being required to assist in the Insured Person's recovery as a result of an Injury.

All such expenses must be incurred within (12) calendar months of and in relation to the Insured Person sustaining an Injury covered by the Policy.



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### **3. FUNERAL EXPENSES**

We will reimburse any reasonable funeral expenses up to the maximum benefit nominated in the Schedule, which are incurred in the burial or cremation of an Insured Person's body as a result of an Injury.

Provided that We shall not be liable to make any payment in respect of any expenses recoverable by You or the Insured Person's estate from any other source, except for the excess of the amount payable under any other insurance/plan or source.

### **4. CONFINEMENT TO BED**

If as a result of an Injury, an Insured Person becomes a Bed Care Patient during the Period of Insurance for a continuous period of not less than 24 hours and a Medical Practitioner certifies that it is necessary for the Insured Person to be under the continuous care of a registered nurse. We will reimburse the cost of the nursing care for such periods up to the amount set out in the Schedule, but limited to the maximum period nominated in the Schedule, whichever is the lesser. Should the Insured Person be Confined to Bed for less than one week, the benefit will be calculated at a daily rate of (1/7<sup>th</sup>) one-seventh of the weekly benefit.

In the event of recurring periods of Confinement to Bed as a result of the same Injury, such periods shall be accumulated up to the maximum period nominated in the Policy Schedule provided all such periods occur within (12) calendar months of and in relation to the Insured Person sustaining an Injury covered by the Policy.

Confinement to Bed is not payable for any period while the Insured Person is a patient in any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, or a place for the care of treatment of alcoholics or drug addicts.

### **5. REHABILITATION COSTS**

If an Insured Person suffers an Injury during the Period of Insurance and they are entitled to the payment of benefits for Paraplegia or Quadriplegia, then We will reimburse the costs incurred by them to undergo a rehabilitation programme, including any costs incurred for necessary equipment or modifications to their home or car up to a maximum amount set out in the Schedule. All such costs must be incurred within (12) calendar months of and in relation to the Insured Person sustaining an Injury covered by the Policy.

### **6. INCONVENIENCE ALLOWANCE**

We will reimburse reasonable travelling or personal expenses necessarily incurred as a result of an Injury to an Insured Person:

- a) in the transportation of the Insured Person to a hospital or place of treatment;
- b) in the emergency attendance on the Insured Person of the Insured Person's parents, guardian, spouse, partner or children.

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All such expenses must be incurred within (12) calendar months of and in relation to the Insured Person sustaining an Injury covered by the Policy.

### 7. DOMESTIC HELP

We will reimburse the cost of hiring domestic help from a recognised and licensed domestic help agency, provided that:

- a) We do not pay for the cost of hiring members of the Insured Person's family or other relatives or persons permanently living with the Insured Person; and
- b) the domestic help is certified by a Medical Practitioner as being necessary to assist in the Insured Person's recovery from an Injury.

All such costs must be incurred within (12) calendar months of and in relation to the Insured Person sustaining an Injury covered by the Policy.

### 8. HOME TUTORIAL

We will reimburse the cost of home tutorial provided to an Insured Person who has suffered an Injury by a qualified tutor who holds a current diploma of education, during any period of Disability covered by this Policy, provided that, prior to the Injury, the Insured Person is a full time student and is not more than 20 years of age.

All such costs must be incurred within (12) calendar months of and in relation to the Insured Person sustaining an Injury covered by the Policy.

### 9. TRAVEL AND ACCOMMODATION EXPENSES

We will reimburse reasonable travel and or accommodation expenses (as defined) necessarily incurred as a result of an Injury (as defined) to an Insured Person up to the limits set out in the policy Schedule.

All such expenses must be incurred within (12) calendar months of and in relation to the Insured Person sustaining an Injury covered by the Policy.

***(Please refer to the Special Provisions (pages 190 and 20), General Exclusions (pages 21 and 22) and General Conditions (pages 23 to 25) sections for additional limits that apply to the above cover)***

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### SPECIAL PROVISIONS

1. The compensation payable under Event 1 in Section A shall be payable to the Insured Person's estate. Any other compensation payable under this Policy shall be payable to the Insured Person unless it covers expenses incurred by You on behalf of the Insured Person, in which case the compensation will be payable to You. We require evidence to Our satisfaction of the payment of expenses and the person who paid those expenses before reimbursements will be made under this Policy.
2.
  - a) Compensation shall not be payable for more than one of the Events listed in Section A in respect of the same Injury for the same Insured Person.
  - b) Any compensation payable for Events 2-17 listed in Section A shall be reduced by any compensation already paid under Events 18 and/or 19 and/or 20 in Section B in respect of the same Injury for the same Insured Person.
  - c) Should an Insured Person sustain Injury which results in any one of Events 2 to 7 described in Section A there shall be no further liability under the Policy for Injury sustained by the Insured Person thereafter.
3. Compensation under this Policy shall not be payable:
  - a) under the Events described in Section B and/or Section C in excess of the benefit period relevant to each Event specified in the Schedule in respect of any one Injury.
  - b) unless the Insured Person as soon as possible after the happening of any Injury giving rise to a claim under this Policy procures and follows proper medical advice from a Medical Practitioner.
4. If, as a result of Injury, compensation is payable under Section B and if, while the Policy is in force an Insured Person suffers recurrence of Temporary Total Disablement from the same or related cause or causes, the subsequent period of Temporary Total Disablement will be deemed a continuation of the prior period unless between such periods the Insured Person has performed or is able to perform the duties of their occupation on a full-time basis for at least six consecutive months, in which event such Temporary Total Disablement shall be deemed the result of a new Injury and subject to a new Deferral Period.
5. The compensation payable under Events 1-17 is limited to 20% of the relevant Capital Benefit (as specified in the Schedule) if the Injury causing the Event occurred whilst the Insured Person is engaged in travel to and from:
  - (i) engaging/playing in official club matches/activities including championship, club or State representative matches/activities;
  - (ii) engaging in official organised training or practice for activities as described in (i) above;
  - (iii) engaging in administrative or organised social activities of the Insured whether or not the Insured Person is travelling individually or in a group or as a team member.
6. In respect of Insured Persons aged under 18 years, Event 1 – Accidental death under Section A is limited to \$10,000.
7. The premium shown in this Policy is subject to periodic review at the commencement of each Period of Insurance.

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8. If an Insured Person suffers an Injury and requires physiotherapy, chiropractic, osteopathic, acupuncture, exercise physiology, remedial massage or similar treatment(s), We will pay compensation up to the amount shown under Section C - Non Medicare Medical Expenses, provided that they have obtained a referral from a Medical Practitioner. Compensation under Non Medicare Medical Expenses for physiotherapy, chiropractic, osteopathic, acupuncture, exercise physiology, remedial massage or similar treatment(s) will cease as soon as the Insured Person resumes training / playing sport / or similar sporting activities or has been medically cleared to return to training / playing sport / or similar sporting activities.
9. The total amount payable under this Policy in respect of all Insured Person's, for any one Period of Insurance, is limited to the aggregate Limit of Liability, as set out in the Schedule. We will not pay a benefit under this Policy if the Aggregate Limit of Liability has been reached in any one Period of Insurance.

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**GENERAL EXCLUSIONS:**

We shall not be liable to pay for any claim arising directly or indirectly out of or in any way connected with :

1. the Insured Person being a pilot or crew member of any aircraft; and/or the Insured Person engaging in any aerial activity except as a passenger in a scheduled commercial flight;
2. a deliberate self-inflicted injury or suicide;
3. death, Injury, illness, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other contributing cause or event:
  - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - (b) any act of Terrorism.

For the purpose of this Exclusion, Terrorism means an act including but not limited to the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any Government and/or to put the public or any section of the public in fear.

This Policy also excludes death, Injury, illness, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above events.

4. 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;
5. pregnancy or childbirth or the complications thereof
6. a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection;
7. any re-occurring injury of any kind, unless covered by Special Provision 4 (see page 19).
8. stress and/or anxiety related conditions, psychotic disorders, mental disorders, nervous disorders, including any neuroses and their psychological and/or psychosomatic manifestations;
9. asbestos or any materials containing asbestos in whatever form or quantity;
10. any criminal or intentional illegal act of the Insured Person;
11. driving or riding a motor propelled vehicle whilst being under the influence of intoxicating liquor in excess of the legally prescribed limit applicable to the State or Territory in which the Accident occurred;

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12. the use of any illicit drug, other than a drug administered by, or taken in accordance with the advice of a Medical Practitioner;
13. the Insured Person taking part in or training for any Professional Sports of any kind.

**PROHIBITED BENEFITS**

We shall not be liable to pay any benefit which is in any way prohibited by any Government legislation, as existing or amended, including without limitation, the National Health Act 1953 (Cth).

**AGE LIMITATION**

We shall not be liable for any Insured Event which happens to an Insured Person unless at the date of such Insured Event, the Insured Person is over the age of five (5) and is under seventy years (70), (unless otherwise stated in the Schedule).

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## GENERAL CONDITIONS

*(If You do not comply with these conditions We may be able to reduce or refuse to pay a claim)*

### 1. COMPLIANCE WITH TERMS AND CONDITIONS

**We will only cover an Insured Person:**

- (i) if he or she has complied with the terms and conditions of the Policy relevant to them;
- (ii) subject to Our rights in relation to the Insured applying to any claim made by the Insured Person;
- (iii) subject to the Insured paying or agreeing to pay the premium We require for the relevant Insured Person.

### 2. FRAUDULENT CLAIMS

If any claim involves fraud in any respect or if any fraudulent means or devices are used by the Insured Person or the Insured, any other claimant or anyone acting on their behalf, to obtain any benefit under the Policy, then any amount payable in respect of such claim will be forfeited.

### 3. POLICY RENEWAL

This Policy may be renewed with Our consent at the end of the Period of Insurance for a further term, by payment of the premium in advance at Our premium rate in force at the time of renewal.

### 4. CANCELLATION

Subject to the cooling off period specified in the important information section (see pages 6 and 7):

- (i) this Policy may be cancelled by You at any time by giving Us written notice, in which case We will retain a proportion of the premium calculated at Our usual short-term rates for the time this Policy has been in force;
- (ii) We may cancel this Policy in accordance with the provisions of the Insurance Contracts Act 1984 (as amended). If We cancel the Policy, We shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.

### 6. PROOF OF LOSS

Written Proof of Loss must be furnished to Us in case of claim for loss for which this Policy provides any periodic payment contingent upon continuing loss within ninety days after the date of such loss and in the case of any other claim for loss within ninety days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give such proof within such time, provided such proof is furnished as soon as is reasonably possible and in no event except in the absence of legal capacity, later than one year from the time proof is otherwise required.

### 7. TIME OF THE PAYMENT OF CLAIM

Compensation payable under this Policy for any loss other than loss for which this Policy provides periodic payment will be paid upon receipt of due written proof of such loss and Our acceptance of the claim. Subject to due written proof of loss being provided to Us, all accrued compensation for loss for which this Policy provides periodic payment will be paid monthly, and any balance remaining unpaid upon the termination of liability will be paid upon receipt of due written proof.

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**8. CLAIM PROCEDURE:**

- (i) Written notice of claim and supporting medical evidence in the form required by Us, must be given to Us within 30 days of the occurrence of any event or as soon thereafter as is reasonably possible at the following address:-

Mr. Peter Traynor –Claims Manager  
SLE Worldwide Australia Pty Limited  
Level 11  
56 Clarence Street  
Sydney NSW 2000

- (ii) Upon receipt of a notice of claim, We will provide You with Our usual claim form for completion. We will not be liable to make any payment under this Policy unless the claim form is properly completed and all documentation reasonably required by Us has been furnished at the expense of You or the Insured Person and be in such nature as We may require. Original documents must be produced.
- (iii) We may have the Insured Person medically examined at Our expense when and as often as We may reasonably require after a claim has been made, or arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.
- (iv) Compensation will be paid as soon as We have investigated and verified the information supplied and satisfied Ourselves that the claim falls within the terms of the Policy.
- (v) The Insured Person must as soon as possible after the happening of any Injury giving rise to a claim under this Policy obtain and follow proper medical advice from a Medical Practitioner.
- (vi) Upon production of appropriate monthly medical certificates from a Medical Practitioner all compensation as a result of Temporary Total Disablement will be paid monthly in arrears.

**9. SUBROGATION**

We have the right to commence or take over legal proceedings in the name of any person covered under the Policy for the defence or settlement of any claim, or to sue or prosecute any other party to recover any monies payable by them at law. You and the Insured Person must not take any action to prejudice any such right of recovery and must co-operate and do all things necessary to enable the recovery action to be prosecuted.

**10. LEGAL ACTIONS**

No action at Law or in equity shall be brought to recover on this Policy prior to the expiration of sixty days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years after the time written Proof of Loss is required to be furnished.



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**11. SERVICE OF SUIT CLAUSE**

The Insurer agrees that:

- (i) In the event of a dispute arising under this Insurance, the Insurer 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.
- (ii) Any summons notice or process to be served upon the Insurer's may be served upon:

Lloyd's Underwriters' General Representative in Australia  
Lloyd's Australia Ltd  
Lvl 9, 1 O'Connell Street, Sydney NSW 2000  
Telephone Number: (02) 8298 0700  
Fax: (02) 8298 0788

who has authority to accept service and to enter an appearance on the Insurers' 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 the Insurer's behalf.

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

The amount of Premium specified herein is the amount due to the Insurer and any commission allowed by them is to be regarded as remuneration for SLE placing this insurance.

**12. ASSIGNABILITY**

This Policy and any rights hereunder shall not be assignable without Our prior written consent.

**13. CONSTRUCTION**

The titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

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**APPENDIX**

**1. CERTIFICATE**

This is to certify that in accordance with the authorisation granted under Contract No NA18SL01 to the undersigned by certain Underwriters at Lloyd's, whose names and the proportion underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's policy Signing Office (all of whom are hereinafter referred to as "the Insurers") and in consideration of the premium specified herein, the subscribing insurers' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscriptions of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

IN WITNESS WHEREOF this Certificate has been signed as follows:

100% underwritten for certain underwriters at Lloyd's of London by their agent SLE Worldwide Australia Pty Limited under binding authority B0572NA17SL01.

A handwritten signature in black ink, appearing to read 'Bradley G French', written in a cursive style.

BRADLEY G FRENCH  
Managing Director