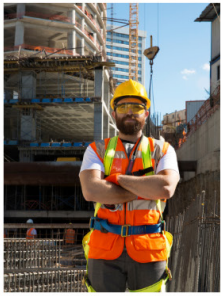
point INSURANCE | next gen ACCIDENT & SICKNESS



## PERSONAL ACCIDENT & SICKNESS

# PRODUCT DISCLOSURE STATEMENT & POLICY WORDING

June 2024

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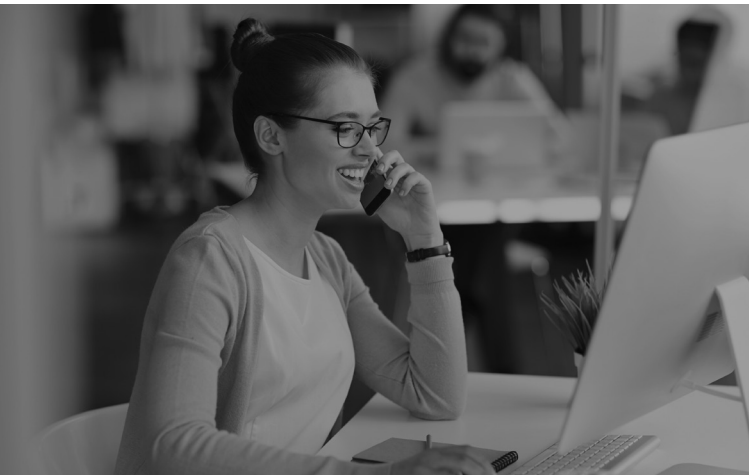

## Introduction

**About Point Underwriting Agency Pty Ltd**
**ABN 53 605 479 070**

Point Underwriting Agency Pty Ltd AFSL 477471 (Point Underwriting Agency) is a niche market underwriter specialising in Personal Accident and Sickness products. We pride ourselves on offering tailored insurance products backed by Our people and professional service.

**About the Insurer**
Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. Over 80 syndicates underwrite insurance at Lloyd's, covering all classes of business. Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world.

## IMPORTANT INFORMATION

**Important documents**

Your insurance Policy documentation consists of:

1. this Policy booklet which sets out details of what is and what is not covered by this Policy;

2. the Policy Schedule We provide with details of:

   - who is insured
   - the cover(s) selected;
   - the Period of Insurance;
   - the respective sums insured and/or limits of liability;
   - excesses and other important information.

You should ensure that You read these documents carefully and keep them in a safe place. If You have any questions regarding the Policy or Policy Schedule, please contact Your insurance broker.

**Who is this product for?**
To understand who this product has been designed for, and to determine if the cover is likely to be consistent with Your needs, objectives and financial situation, You can review the Target Market Determination (TMD) document which is available on Our website at www.pointinsurance.com.au, or You can request a copy by calling Us on 1300 362 766 or (02) 9970 7378.

## About this Booklet

This booklet contains 2 sections:

Part A is a Product Disclosure Statement (PDS) which sets out important information about Your Policy. The information contained in the PDS is designed to assist You in making an informed choice about Your insurance needs. It gives You a summary of the significant features and benefits of this product. It also contains information about how the Premium is calculated, Our dispute resolution system, the cooling off period, and other relevant information relating to this product.

Part B is the Policy, which sets out all the terms, conditions and exclusions applicable to this insurance. It is important that You read both Part A and Part B of this booklet carefully before applying for this insurance so that You understand the cover provided and its terms, conditions and exclusions.

## Cancelling the Policy

If You cancel this Policy within the cooling off period, We will refund any premium You have paid, less any government levies, taxes or duties that We cannot recover. Even after the cooling off period You can cancel your insurance at any time by letting Us know in writing, We will refund any unused portion of Your paid Premium less any commissions, taxes and charges that We are unable to recover. Your insurance broker will usually retain the commission on the Policy. We can cancel Your insurance to the extent permitted by law, for example if You do not comply with the Policy terms and conditions, if You fail to pay Your premium, if You make a fraudulent claim or if You did not comply with Your duty of disclosure or misrepresented information when You entered into this insurance contract. If We cancel Your Policy, We will send You a cancellation letter.

## Renewing your insurance

At least 14 days before Your insurance expires We will advise You whether We intend to renew Your insurance or not, and if so, on what terms. You are not obliged to renew Your insurance with Us.

Your cooling off period continues to apply on each renewal. Each renewal is a separate contract and not an extension of the prior contract.

# Part A | Product Disclosure Statement

## What is the Product Disclosure Statement (PDS)?

This PDS provides general information only and does not form part of Your contract of insurance. It should be read in conjunction with the attached Policy wording and any endorsements attaching to it. The PDS and Policy wording contain important information that You should read carefully before deciding to take out any insurance cover.

Do not hesitate to contact Your insurance broker should You wish to comment on any aspect of Your Policy.
All documentation and correspondence will be in plain English. If You or an Insured Person has any disability that makes communication difficult, please tell Us and We will be pleased to help.

## Policy Terms and Conditions

The Policy is Our legal contract with You and the Policy wording contains the terms, conditions and exclusions relating to the insurance cover. The PDS and the Policy, which includes the Policy Schedule, are important documents, so please check them carefully for the coverage they provide and retain them safely for future reference.

This insurance requires You or an Insured Person to provide documentary evidence to Us where a claim is made (e.g. medical certificates, financial documentation).

Should You require any further information about this product, please contact Your insurance broker.

## Updating the PDS

We may need to update this PDS from time to time if certain changes occur, where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by calling Us).

## SUMMARY OF COVER

The following is a summary of some of the significant features, benefits and risks of this insurance. Please read this PDS and the Policy carefully before You apply for this insurance to make sure that You understand the cover provided and its terms, conditions and exclusions.

Depending on what cover You decide to purchase, the Policy can provide benefits for:-

**A. Accident**

- Accidental Death
- Capital Benefit(s) Cover
- Permanent Total Disablement
- Temporary Total Disablement
- Temporary Partial Disablement
- Broken Bone Benefit

**B. Sickness**

- Temporary Total Disablement
- Temporary Partial Disablement

## Payments

The Policy provides for three different types of payments:

- Lump Sum Benefits – Refer to Table of Benefits
- Weekly Benefits - these apply to Temporary Total Disablement and Temporary Partial Disablement by Accident or Sickness.
- Broken Bone Benefit - refer to Table of Benefits

## EXCLUSIONS

This Policy does not cover all possible risks in life. The Policy contains exclusions to ensure that premiums remain affordable, but this also means that We will not pay claims arising from certain causes. All of these are fully described in the Policy but can be summarised as the key exclusions;

- Pre-Existing Conditions
- War & Terrorism
- Nuclear/Chemical/Biological Terrorism
- Certain hazardous & excluded activities
- Air Travel (other than as a passenger)
- Professional Sport
- Suicide & Intentional Self-Injury
- Criminal Acts
- Alcohol or Drugs
- Pregnancy & Childbirth

## CONDITIONS

The Policy contains conditions which limit or exclude the cover available in certain circumstances. The conditions are fully explained in the Policy but can be summarised as:

- Aggravation by Pre-Existing Conditions;
- Other Insurance.

## LIMITATIONS

The Policy contains provisions that limit the maximum amount(s) payable in the event of Accident or Sickness. Additionally, You can only claim for the consequences of an Accident or Sickness if these occur within 12 months from the date of the Accident or Sickness.

No Benefit shall be payable where providing such payment would result in Us contravening the Private Health Insurance Act 2007 (Cth), the Health Insurance Act 1973 (Cth), the National Health Act 1953 (Cth) or any applicable legislation.

**Our rights to refuse a claim**
We may refuse to pay or reduce the amount We pay under a claim if You do not comply with the Policy conditions, if You do not comply with Your Duty of Disclosure or if You make a fraudulent claim.

**Waiver of rights of subrogation**
The Policy provides that You must not, without Our prior written consent, enter into any contract or agreement which excludes, limits or prejudices a right of recovery which You may have in respect of any claim covered under the Policy. Further, You must not do anything or fail to do anything which excludes, limits or prejudices Our rights of subrogation.

## COOLING-OFF PERIOD

If You decide for any reason that this Policy is not for You and You have not made a claim, You may cancel this Policy within 21 days of it starting (this also applies to each renewal). Simply notify Your insurance broker who sold You the Policy within 21 days of the start date of the Policy.

Provided that You have not and will not make a claim, We will return to You the entire Premium.

## MAKING A CLAIM

We must be given notice as soon as reasonably practicable of any Accident or Sickness which causes or may cause disablement and You must as early as possible place Yourself under the care of a Medical Practitioner.

We must be given notice as soon as reasonably practicable in the event of Your death resulting or alleged to result from an Accident.

It is a condition precedent to Our liability to pay compensation to You or Your representatives, that all medical records, notes, and correspondence referring to the subject of a claim or a related Pre Existing Condition shall be made available on request to any Medical Practitioner appointed by or on behalf of Us and that such Medical Practitioner(s) shall, for the purpose of reviewing the claim, be allowed as often as We or they feel is necessary to examine You.

For weekly Benefits, ongoing medical certifications will be required. You are required to meet the cost of these medical certifications.

## DUTY OF DISCLOSURE (NOT TO MISREPRESENT)

Before entering into a consumer insurance contract, You have a duty to take reasonable care not to make a misrepresentation to the insurer to enable it to determine whether to insure You and, if so, on what terms.

You have this duty until the insurer agrees to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

**If You make a misrepresentation to the Insurer.**

If You make a misrepresentation to the insurer and it is determined You failed to take reasonable care not to do so, the insurer may cancel Your insurance contract or reduce the amount it will pay You if You make a claim, or both.

If it is determined that Your misrepresentation to the insurer was fraudulent, it may refuse to pay a claim and treat the contract as if it never existed.

## The Dispute Resolution Process

This insurance is subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice. For more information see www.codeofpractice.com.au

If You have any concerns or wish to make a complaint in relation to this policy, Our services or Your insurance claim, please let Us know and We will attempt to resolve Your concerns in accordance with Our Internal Dispute Resolution procedure. Please contact Point Underwriting Agency in the first instance:

Point Underwriting Agency
Email: enquiries@pointinsurance.com.au
Telephone: 1300 362 766 or (02) 9970-7378
Post: P.O. Box 744, Manly NSW 1655

We will acknowledge receipt of Your complaint and do Our utmost to resolve the complaint to Your satisfaction within 10 business days.

If We cannot resolve Your complaint to Your satisfaction, We will escalate Your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: idraustralia@lloyds.com
Telephone: (02) 8298-0783
Post: Suite 1603, Level 16, 1 Macquarie Place,
Sydney NSW 2000

A final decision will be provided to You within 30 calendar days of the date on which You first made the complaint.
You may refer Your complaint to the Australian Financial Complaints Authority (AFCA) at any time, and if Your complaint is not resolved to Your satisfaction within 30 calendar days of the date on which You first made the complaint.
AFCA can be contacted as follows:

Australian Financial Complaints Authority (AFCA)
Email: info@afca.org.au
Telephone: 1800 931 678
Post: GPO Box 3, Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision. Determinations made by AFCA are binding on Us. If Your complaint is not eligible for consideration by AFCA, You may be referred to the Financial Ombudsman Service (UK) or provided with other options.

The Underwriters accepting this insurance agree that:

- If a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- Any summons notice or process to be served upon the Underwriters may be served upon Lloyd's Underwriters General Representative in Australia (Suite 1603, Level 16, 1 Macquarie Place, Sydney, NSW 2000), who has authority to accept service on the Underwriters' behalf;
- If a suit instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court

## General Insurance Code of Practice

Point Underwriting Agency is bound to the General Insurance Code of Practice. The objectives of this Code are to:

1. commit Us to high standards of service;
2. promote better, more informed relations between Us and You;
3. maintain and promote trust and confidence in the general insurance industry;
4. provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You; and
5. promote continuous improvement of the general insurance industry through education and training.

You can obtain a copy of the Code from the Insurance Council of Australia website www.insurancecouncil.com.au or by phoning (02) 9253 5100, or by visiting our website www.pointinsurance.com.au.

# PART B | THE POLICY

This Policy consists of this section B Policy wording and the Policy Schedule that We give You.

Please read this Policy carefully and satisfy Yourself that it provides the cover You require. If You want more information about this Policy, please contact Your insurance broker. The Policy and the Policy Schedule should be kept in a safe place for future reference.

Your insurance broker has arranged this Policy for You. If You have any questions about Your cover, or You wish to contact Point Underwriting Agency, please contact Your insurance broker for assistance.

**Law and Jurisdiction**
The laws of Australia will apply and the Courts of Australia will have jurisdiction over all matters which may arise under the Policy.

**Definitions**
Apart from in the various headings, some words in the Policy have specific meanings attached to them, such as "You" and "Us". When reading the Policy please make sure that You refer to the various definitions to ensure that You understand what is being said.

## PERSONAL ACCIDENT & SICKNESS INSURANCE POLICY

In consideration of the payment of the Premium and in reliance upon the contents of the Proposal and any other information submitted by or on Your behalf, We will pay You the applicable Benefit in accordance with the terms and conditions of this Policy.

## INSURING CLAUSES

If You suffer an Insured Event during the Period of Insurance, We will pay You or Your executors or administrators (if any) the compensation listed in the Table of Benefits on this page after Your claim has been accepted by Us.

# TABLE OF BENEFITS

The Benefits specified in the table below are subject to any applicable Excess Period.

| INSURED EVENTS<br>Bodily Injury resulting directly in | THE COMPENSATION<br>Being the Sum Insured or a percentage thereof |
|---|---|
| 1. Accidental Death | 100% |
| 2. Permanent Total Disablement | 100% |
| 3. Permanent and incurable paralysis of all limbs | 100% |
| 4. Permanent Total Loss of two limbs | 100% |
| 5. Permanent Total Loss of one limb | 100% |
| 6. Permanent Total Loss of sight in both eyes | 100% |
| 7. Permanent Total Loss of sight in one eye | 100% |
| 8. Permanent Total Loss of the lens of the eye | 60% |
| 9. Permanent Total Loss of hearing in: a) Both ears<br>b) One ear | a) 80%<br>b) 20% |
| 10. Third degree burns and or resultant disfigurement which covers more than 40% of the entire external body | 50% |
| 11. Permanent Total Loss of use of four fingers and thumb of either hand | 80% |
| 12. Permanent Total Loss of use of four fingers of either hand | 50% |
| 13. Permanent Total Loss of use of the thumb of either hand:<br>a) both joints<br>b) one joint | a) 30%<br>b) 15% |
| 14. Permanent Total Loss of use of one finger of either hand:<br>a) three joints<br>b) two joints<br>c) one joint | a) 10%<br>b) 7.5%<br>c) 5% |
| 15. Permanent Total Loss of use of toes of either foot:<br>a) all - one foot<br>b) great - both joints<br>c) great - one joint<br>d) other than great - each toe | a) 15%<br>b) 5%<br>c) 3%<br>d) 1% |

| INSURED EVENTS<br>Bodily Injury resulting directly in | THE COMPENSATION<br>Being the Sum Insured or a percentage thereof |
|---|---|
| 16. Fractured leg or patella with established non-union | 10% |
| 17. Shortening of Leg by at least 5cm | 7.5% |
| 18. Permanent Total Disablement not otherwise provided for under Insured Events 8-17 inclusive | Such percentage of the Sum Insured as We shall in Our absolute discretion determine, but not more than 75%, and being in Our opinion not inconsistent with the compensation provided under Insured Events 8-17 inclusive. This benefit is only payable if the Insured Person is 70 years of age or younger |
| 19. Broken bone Benefit caused directly and solely by Bodily Injury:<br>a) neck or spine<br>b) hip, pelvis<br>c) skull, shoulder blade<br>d) collar bone, upper leg<br>e) upper arm, kneecap, forearm, elbow<br>f) lower leg, jaw, wrist, cheek, ankle, hand, foot<br>g) ribs,<br>h) finger, thumb, toe | <br>a) $2,000<br>b) $500<br>c) $200<br>d) $200<br>e) $150<br>f) $100<br>g) $50<br>h) $50 |

| INSURED EVENTS<br>Bodily Injury resulting directly in | THE COMPENSATION<br>Being the Sum Insured or a percentage thereof |
|---|---|
| 20. Temporary Total Disablement caused directly and solely by Bodily Injury | During such disablement, the weekly Accident Benefit as specified in the Schedule or 85% of Your Gross Salary, whichever is the lesser.<br><br>If We have covered You on an Agreed Value basis, the weekly Agreed Value benefit is as defined. |

| INSURED EVENTS<br>Bodily Injury resulting directly in | THE COMPENSATION<br>Being the Sum Insured or a percentage thereof |
|---|---|
| 21.Temporary Partial Disablement caused directly and solely by Bodily Injury | If You return to work in a reduced capacity, the amount payable shall be the difference between Insured Event 20 and amount received from employment in a reduced capacity.<br><br>If You do not return to work, the amount payable shall be 25% of the Insured Event 20. |

| INSURED EVENTS<br>Sickness resulting directly in | THE COMPENSATION<br>Being the Sum Insured or a percentage thereof |
|---|---|
| 22. Temporary Total Disablement caused directly and solely by Sickness | During such disablement, the weekly Sickness Benefit as specified in the Schedule or 85% of Your Gross Salary, whichever is the lesser.<br><br>If We have covered You on an Agreed Value basis, the weekly Agreed Value benefit is as defined. |
| 23. Temporary Partial Disablement caused directly and solely by Sickness | If You return to work in a reduced capacity, the amount payable shall be the difference between Insured Event 22 and amount received from employment in a reduced capacity.<br><br>If You do not return to work, the amount payable shall be 25% of the Insured Event 22. |

## DEFINITIONS

The words below have a special meaning for the purposes of this Policy:

**1. Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place which is unforeseen or unintended by You which results in an Insured Event within twelve (12) calendar months.

**2. Accidental Death** means death occurring as a result of Bodily Injury.

**3. Agreed Value** means the amount that We agreed to pay You as shown on Your policy Schedule.

**4. Air Travel** means being in or on or boarding an aircraft for the purpose of flying in that aircraft. It also means getting off the aircraft following a flight.

**5. Benefit** means the compensation that You are entitled to under this Policy for an Insured Event.

**6. Bodily Injury** means identifiable physical injury which:-

(a) is caused by an Accident; and

(b) solely and independently of any other cause (except Sickness directly resulting from, or medical or surgical treatment rendered necessary by such injury) results in Your death or disablement within twelve (12) months from the date of the Accident; and

(c) is not a Pre-Existing Condition: and

(d) is not an aggravation of a condition which existed before the start of the Period of Insurance; and

(e) is not a degenerative condition.

**7. Business Expenses** means Your fixed business expenses of the kind incurred in producing Your income in the twelve (12) months immediately prior to Your disablement and which continues to be incurred while You are receiving a Weekly Accident or Sickness Benefit.

Business Expenses include:

- Employee Wages, superannuation, workers compensation premiums, payroll tax;
- Rent, property rates, electricity, water, gas or telephone charges;
- Lease payments for equipment or motor vehicles;
- Cleaning expenses;
- Depreciation
- Other expenses that are usual for Your type of business and for which You are entitled to claim as business expenses for income taxation purposes.

They do not include:

- Cost of purchase of capital equipment;
- Personal accounts or expenses;
- Withdrawals or cash drawings from the business for personal use;
- Wages, salaries or fees for You or Your replacement for any person who is not Your employee; or
- The cost of stock or merchandise

**8. Excess** means the amount You must firstly contribute toward any claim. The excess relevant to each Benefit is specified in the Schedule.

**9. Excess Period** means the period (of consecutive days) stated in the Policy Schedule during which no Benefits are payable for a Bodily Injury or Sickness, commencing from the day medical treatment is sought from a Medical Practitioner on or after You are Totally Disabled as a result of such Bodily Injury or Sickness.

**10. Gross Salary** means:
a) in the case of an employee, Your weekly pre-tax income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the commencement of the disability or over such shorter period as You have been employed; or

b) in the case of a self-employed person, Your weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the commencement of the disability or over such shorter period as You have been self-employed. If pre-tax income is less than the Sum Insured, We will add back fixed Business Expenses when calculating Your weekly Benefit entitlement.

**11. Insured, Insured Person, You and Your** mean the person named as the Insured in the Schedule.

**12. Insured Event(s)** means the insured events described in the Table of Benefits.

**13.Loss of a Limb** means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

**14. Medical Practitioner** means a person duly qualified and legally registered or medicine in Australia and who is not an Insured, their relative or their employee.

**15. Mental Health Condition** means where in the opinion of a Medical Practitioner a person suffers from any stress related conditions, psychological conditions, and/ or physical fatigue conditions caused by stress related or psychological conditions (including but not limited to: depression, neurosis, psychosis, mental or emotional stress or anxiety conditions, fibromyalgia, chronic fatigue syndrome or other associated disorders).

**16. Period of Insurance** means the period shown in the Schedule as the Period of Insurance, unless terminated earlier.

**17. Permanent Total Disablement** means disablement which entirely prevents You from attending to any business or occupation of any and every kind and which lasts twelve months (12) and at the expiry of that period is beyond hope of improvement.

**18. Permanent Total Loss** means the full and permanent loss of the use of the part of Your body referred to in Insured Events 4-15.

**19. Policy** means this product disclosure statement, this Part B Policy wording, any endorsements, the Schedule, the Proposal and any other documents that We issue to You and advise You that they form part of the Policy.

**20. Pre-Existing Condition** means any injury or any illness, disease or condition that existed prior to the commencement of the Period of Insurance, of which You were aware before the Period of Insurance, or which a reasonable person in Your circumstances could have been expected to have been aware, or for which You have received or sought medical attention or treatment or for which You have undergone testing prior to the commencement of the Period of Insurance.

**21. Premium** means the amount stated as the premium in the Schedule.

**22. Professional Sport** means any sport that is Your full time occupation and / or for which You earn the majority of your income.

**23. Proposal** means the proposal form bearing the date stated in the Schedule together with any supplementary material submitted to Us by You or on Your behalf.

**24. Point Underwriting Agency** means Point Underwriting Agency Pty Ltd ABN 53 605 479 070 AFSL 477471

**25. Schedule** means the current schedule to this Policy issued by Point Underwriting Agency.

**26. Sickness** means an illness, sickness, disease or disorder where symptoms first manifest during the Period of Insurance and occasions Your disablement within twelve (12) months.

**27. Table of Benefits** means the table of benefits listed after the Insuring Clause.

**28. Temporary Partial Disablement** means that, in the opinion of a Medical Practitioner, You are temporarily unable to perform a substantial part of Your usual employment, business or occupation activities while You are under the regular care of and acting in accordance with the instructions or advice of a Medical Practitioner.

**29. Temporary Total Disablement / Totally Disabled** means that in the opinion of a Medical Practitioner, You are temporarily unable to perform Your usual employment, business or occupation activities, or any other occupational or employment activities for which You have the experience, skills, education or training while You are under the regular care of and acting in accordance with the instructions or advice of a Medical Practitioner.

**30. Under the Influence:** in relation to a person, means that the person is under the influence of alcohol or a drug to the extent that the person's capacity to exercise proper care and skill is impaired.

**31. We, Us and Our** means the insurer, certain Underwriters at Lloyd's of London, acting through its agent Point Underwriting Agency Pty Ltd, ABN 53 605 479 070

## EXCLUSIONS

We will not pay any Benefits with respect to any Insured Event, Bodily Injury or Sickness directly or indirectly arising out of or resulting from or contributed to by:-

**1. War**, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

**2. Terrorism** Any act of terrorism, or any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

**3. Radioactivity** Radioactive contamination, nuclear reaction, nuclear radiation.

**4. Nuclear/Chemical/Biological Terrorism** Any act of terrorism involving the use or release, or the threat thereof, of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion and Exclusion 2, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government or to put the public, or any section of the public, in fear.

If We allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon You.

**5. Excluded Activities** You engaging in or taking part in:

(a) military service (including but not limited to naval or air force service or operations);
(b) scuba diving (unless diving at a depth of less than 40 metres and in accordance with a certified PADI licence, or

equivalent), free diving, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, or driving or riding in any kind of race.

**6. Air Travel** Flying or other aerial activity unless as a passenger in a properly licensed aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial operator.

**7. Professional Sport** Participating in or training for any Professional Sport.

**8. Suicide/Intentional Self Injury/Insanity** Suicide or attempted suicide, intentional self-injury, or being in a state of insanity.

**9. Criminal Acts/Alcohol/Drugs**
a) any criminal or illegal act committed by You;
b) being Under the Influence of alcohol;
c) being Under the Influence of drugs (unless prescribed by a Medical Practitioner);
d) alcoholism or illicit drug use.

**10. Venereal Disease** A sexually transmitted disease or infection.

**11. Pregnancy/Childbirth** Pregnancy, childbirth or miscarriage, or any complications thereof.

**12. Pre-Existing Condition**
No Benefit shall be payable in the event of disablement arising from, traceable to, aggravated by, or accelerated by a Pre-Existing Condition.

**13. Legislative Exclusion** No Benefit shall be payable where providing such payment would result in Us contravening the Private Health Insurance Act 2007 (Cth), the Health Insurance Act 1973 (Cth), the National Health Act 1953 (Cth) or any applicable legislation.

## MENTAL HEALTH CLAIMS LIMITATION

Where an Insured Person suffers an Injury or Sickness that results in a disablement for a Mental Health Condition that occurs whilst cover is in force, benefits are only payable if the Insured Person is being treated by or has been referred to a Psychiatrist, Psychologist or similar specialist.

## REHABILITATION BENEFIT

To assist You to return to work, We will reimburse the cost of Your participation in a return to work program, up to $5,000, but only if the expenses are incurred while a Weekly Accident or Sickness Benefit is payable whilst You are Totally Disabled.

## LUMP SUM BENEFITS / LIMITATIONS

If as a result of Bodily Injury, You suffer any of the Insured Events 1-19, We will pay the Benefit set out in the Table of Benefits.

Benefits will not be payable for more than one of the Insured Events 1-19 arising out of the same Bodily Injury. In that event, the highest Benefit applicable will be payable.

**If Accidental Death Is Not Covered**

If You have chosen not to purchase cover under Item 1 of the Insured Events – Accidental Death, then We will not pay any claim, other than for weekly compensation, in respect of any Accident.

**If Accidental Death Is Covered**

If You have chosen to buy cover under Item 1 of the Insured Events – Accidental Death, and an Accident causes Your death within twelve (12) months following the date of the Accident and before the settlement of the compensation for disablement provided for under Items 2 to 7 of the Insured Events, We will only pay You the compensation provided for in the case of Accidental Death.

**Time Limitations**

We will only pay You Benefits for Insured Events if:-

(a) under Item 1, death occurs within twelve (12) months of the date of the Accidental Death;

(b) under Items 4 to 7, loss occurs within twelve (12) months of the date of the Accident;

(c) under Items 2 and 3, You become totally disabled within twelve (12) months of the date of the Accident and such disablement lasts for twelve (12) months.

**Disappearance Clause**

We will presume that You have died from a Bodily Injury and pay any Lump Sum Benefit You are entitled to upon death from accidental Injury if:

(a) transport on which You are traveling disappears, sinks, or is wrecked during this policy; and

(b) Your body is not found within twelve (12) months from the date of that Accident; and

(c) Your presumed death is not excluded.

## CONDITIONS

**1. Aggravation by Pre-Existing Condition** If the consequences of an Accident are made worse because of any condition or physical disability which You had before the Accident occurred, the amount of any compensation We will pay in respect of the consequences of the Accident shall be the amount which We reasonably consider would have been payable if such consequences had not been made worse.

**2. Recurrence Clause** When We have paid a weekly Benefit amount and while this insurance is still in force, the Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same Bodily Injury or Sickness, any subsequent period of disablement will be deemed and considered by Us as a continuation of the prior period for any further weekly Benefit amount. If the Insured Person has held full time work for at least (6) consecutive months, the subsequent period of disablement will be deemed to have resulted from a new Bodily Injury or Sickness and a new Excess Period will apply.

**3. Change of Occupation** Cover is provided under this Policy on the condition that You continue in Your occupation as shown on Your Policy Schedule. Should You change Your occupation, You must notify Us and cover is only continued if We confirm that cover continues for You in Your new occupation. If You are covered in Your new occupation it may be on different terms.

We shall not pay any claims where You have changed occupation and not informed Us of such change.

**4. Notice of Claim** We must be given notice as soon as reasonably practicable of any Accident or Sickness which causes or may cause disablement within the meaning of this Policy, and You must as soon as possible place Yourself under the care of a Medical Practitioner.

We must be given notice as soon as reasonably practicable in the event of Your death resulting or alleged to result from an Accident.

Written notice shall be given to:
Point Underwriting Agency Pty Ltd
PO Box 744, Manly NSW 1655
Email: claims@pointinsurance.com.au
Phone: 1300 362 766 Fax: 02 9913 8078
It is a condition precedent to Our liability to pay compensation to You or Your representatives, that all medical records, notes, and correspondence referring to the subject of a claim or a related Pre-Existing Condition shall be made available on request to any Medical Practitioner appointed by or on behalf of Us and that such Medical Practitioner(s) shall, for the purpose of reviewing the claim, be allowed as often as We or they feel is necessary to examine You.

**5. Subrogation** Where We have paid a claim under this Policy, We become entitled to any rights You may have against any party in relation to that claim. You must assist Us (including giving evidence at any civil trial) and provide such information (including signed statements) as We reasonably require to exercise such rights.

You must not, without Our prior written consent, enter into any contract or agreement which excludes, limits or prejudices a right of recovery which You may have in respect of any claim covered under this Policy. Further, You must not do anything or fail to do anything which excludes, limits or prejudices Our rights of subrogation.

**6. Several Liability Notice** 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 subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

**7. Claim Limitation** Weekly Benefit payments are only payable whilst the Insured Person remains a resident in Australia. Weekly Benefits will cease immediately if the claimant leaves Australia (unless an Australian Resident departing temporarily or as agreed by Us).

**8. Sanctions Limitation** No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.

**9. Claim Offset** The Weekly Benefits payable for Insured Events 20-23 will be reduced by the amount of any other weekly benefit You receive or are entitled to receive under any statutory workers' compensation or transport accident compensation scheme or legislation or any insurance policy specifically covering the same risk, so that the Benefits payable under this Policy will be the amount by which the Benefit payable under this Policy exceeds the other benefits to which You are entitled.
If you receive or are entitled to receive any wages, salary or other income from any other source, then the amount You receive or are entitled to receive will be deducted from any Temporary Total Disablement benefit payable for the same period (but not below zero).

**10. Weekly Benefits** All weekly Benefits paid in relation to items 20-23 of the Table of Benefits will be paid fortnightly in arrears.

**11. Other Insurance** In the event of a claim, You must advise Us as of any other insurance that You may have covering the same risk.

**12. Insurance Contracts Act 1984** This Policy is governed by and We will act in accordance with the Insurance Contracts Act 1984 (Cth).

**13. Fraud** Subject to the provisions of the Insurance Contracts Act, if You make a claim knowing the same to be false or fraudulent, as regards amount or otherwise, We may refuse payment of
the claim.

**14. Maximum Amount We Will Pay** The total amount We will pay under this Policy for any one or more claims shall not exceed in total the largest amount payable for any one Insured Event

**15. Due Diligence** You will exercise due diligence in doing all things to avoid or reduce any loss under this Policy.

**16. Service of Suit Clause** The underwriter hereon agrees that: (a) in the event of a dispute arising under this policy, Underwriters at your request 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; (b) Any summons notice or process to be served upon the Underwriters may be served upon: Lloyds's General Representative in Australia, Lloyd's Australia Limited, Suite 1603, Level 16, 1 Macquarie Place, Sydney NSW 2000, who has the authority to accept service and to enter an appearance on Underwriters behalf and who is directed at your request to give a written undertaking to you that he will enter an appearance on Underwriters behalf; (c) if a suit is instituted against any one of the Underwriters all underwriters hereon will abide by the final decision of such Court or any competent Appellate court.

**17. Other Policy Conditions** A reference to legislation, statutory order, section, subsidiary instrument or part in this document includes a reference to any replacement or re-enacting or amending or equivalent legislation, statutory order, section, subsidiary instrument or part.

**18. Cyber Risks Endorsement** Any benefits for bodily injury or illness due to:

i. the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet capable electronic device);
ii. any computer virus;
iii. any computer related hoax relating to i and/or ii above
are payable, subject to the terms, conditions, limitations and exclusions of this policy.

**20. Lloyds Syndicate Information** You or Your representative can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from Point Underwriting Agency. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

**21. Territorial Exclusion: Russia, Ukraine and Belarus**
Notwithstanding anything to the contrary in this Policy, this Policy excludes any loss, damage,
liability, cost or expense of whatsoever nature, directly or indirectly arising from or in respect of any:
i. entity domiciled, resident, located, incorporated, registered or established in an Excluded Territory;
ii. property or asset located in an Excluded Territory;
iii. individual that is physically in an Excluded Territory;
iv. claim, action, suit or enforcement proceeding brought or maintained in an Excluded
Territory;
v. payment in an Excluded Territory.

This exclusion will not apply to any coverage or benefit required to be provided by the insurer by law or regulation applicable to that insurer, however, the terms of any sanctions clause will prevail.

For purposes of this exclusion, "Excluded Territory" means:
- Belarus (Republic of Belarus); and
- Russian Federation; and
- Ukraine (including any disputed regions of Ukraine and including the Crimean Peninsula)

All other terms, conditions and exclusions remain unchanged.

## OTHER IMPORTANT MATTERS

**How we protect your privacy**
We are bound by the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth) and comply with that Act. We are committed to ensuring that all Our business dealings comply with the APPs and acknowledge the importance of keeping personal details for individuals confidential and secure.

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling. Without this information, We are not able to provide You with the services You require.

If You would like a copy of Our privacy policy, would like to seek access to, or correct Your personal information, or opt out of receiving materials We send, please contact Us.

**Determining your premium**
When You purchase Your insurance We will tell You the Premium You must pay, which is determined by considering factors such as the cover You want, the applicable limits and excesses and Your insurance history. It also includes any compulsory government charges, taxes or levies (such as Stamp Duty, GST and Fire Services Levy) that We are obliged to pay for Your insurance. Your Premium, including these charges, will be noted on Your Policy Schedule.

# How to make a claim

When you sustain an injury or a sickness which prevents you from attending your place of work, you must as soon as possible seek and follow medical advice from a qualified medical practitioner.

**As soon as possible contact Point Underwriting Agency direct on: 1300 362 766 and obtain a claim form.**

Complete all questions on the claim form as required and have your treating doctor complete the medical certificate.

Forward the completed claim form including all medical certificates/reports to:

**Point Underwriting Agency Pty Ltd**
**PO Box 744, Manly NSW 1655**
**claims@pointinsurance.com.au**


T 1300 362 766 E enquiries@pointinsurance.com.au
F (02) 9913 8078 W pointinsurance.com.au
ABN: 53 605 479 070 AFSL: 477471