



# EMPLOYEE JOURNEY PERSONAL ACCIDENT INSURANCE POLICY

## COMBINED PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

This Policy is issued / insured by American Home Assurance Company, ABN 67 007 483 267, AFSL 230903, incorporated with Limited Liability in the USA, trading in Australia as Chartis.

**Melbourne:** 549 St. Kilda Road, VIC 3004 (03) 9522 4000

**Sydney:** Level 19, 2 Park Street, NSW 2000 (02) 9240 1711

**Brisbane:** 10 Eagle Street, QLD 4000 (07) 3220 0700

**Perth:** 77 St. George's Terrace, WA 6000 (08) 9421 3300

**Website:** [www.chartisinsurance.com.au](http://www.chartisinsurance.com.au)

This document contains your Insurance Policy, Terms, Conditions, Provisos and Exclusions. It is important that you read and understand it and retain it in a safe place.

## HOW THIS INSURANCE IS ARRANGED

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This insurance is issued/insured by:

**American Home Assurance Company ('AHAC')**  
**ABN 67 007 483 267**  
**AFSL 230903**  
**incorporated with Limited Liability in the USA**  
**Trading in Australia as Chartis ('Chartis')**  
**549 St. Kilda Road**

AHAC issues / insures this product pursuant to an Australian Financial Services Licence ('AFSL') granted to us by the Australian Securities and Investments Commission.

Chartis prepares this **Product Disclosure Statement**.

## RETAIL CLIENTS

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'Retail Clients' are required to be provided with a Product Disclosure Statement prepared by the product issuer/ insurer.

A 'retail client' means an individual or small business.

'Small business' means:

- a manufacturing entity with 100 employees or fewer, or
- non manufacturing entity employing 20 individuals or less.

Code of Practice, Dispute Resolution and Cooling Off provisions under this insurance will generally apply only to Retail Clients.

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**Date Prepared: 28 October 2009**  
**S/O PDS JM 09/01176 [RB]**

# PRODUCT DISCLOSURE STATEMENT

## 1. WHAT IS THE PRODUCT DISCLOSURE STATEMENT?

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The **Product Disclosure Statement ('PDS')** contains information about key benefits and significant features of this Employee Journey Personal Accident policy.

The purpose of the PDS is to assist the purchasing decision and ability to compare this product with other insurance. This document also contains important information about your rights and obligations including Cooling Off and the Duty of Disclosure.

The terms and conditions of your insurance are contained in the **Policy Wording**.

Details about the product issuer can be found on the inside cover of this document under '**How this insurance is arranged**'.

## 2. KEY BENEFITS OF YOUR POLICY

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Various cover options are available for selection against a range of Events as outlined in the table below.

SECTION	SECTION TITLE	SELECTION
Section A	Capital Benefits	Injury (as defined) resulting in Death, Permanent Total Disablement and specified Permanent Total Loss
Section B	Weekly Injury Benefit	Weekly Injury Benefit for Injury resulting in Temporary Partial Disablement or Temporary Total Disablement

Compensation under Event 1 of Section A is payable to the Insured and not the Insured Person.

Compensation under Event 19 of Section B may be reduced if You are entitled to receive disability benefits under any policy of insurance, earned income from another occupation or compensation under Workcover, the Motor Transport Act, the Wrongs Act or other Statutory body having a similar effect.

Details of the key benefits for all sections of cover are contained in the **Policy Wording** under the **Table of Events**.

Cover is limited to the benefits and maximum sums insured listed in the **Policy Schedule and Table of Events** and is subject to the terms, conditions and exclusions in the **Policy Wording**.

## 3. IMPORTANT INFORMATION

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Please read the **Policy Wording** carefully for full details about lodging a claim, the benefits, terms and conditions that apply to this insurance. Take special note of the following:

- The **Policy Wording** contains a **Definitions** section on **pages 7 and 8** and **Conditions** that apply to this insurance at **pages 9 and 10**.
- **Special Provisions** apply to this **Policy Wording** that may impact upon the compensation payable. It is important that you carefully read the section of the **Policy Wording** on **pages 10 and 11**.
- There are some circumstances where cover cannot be provided. These are covered in the **Policy Wording**. Please take special note of the **General Exclusions** applicable to all sections of the policy listed on **page 10** of the **Policy Wording**.
- An **Aggregate Period and/or Elimination Period** may apply to cover provided under Section B this policy. Further information is provided in the **Policy Wording**. Where applicable this period will be shown on the **Policy Schedule**.
- **Age limits** may be applied to this policy. These may vary based on application and our approval of details and will be shown in the Schedule of Insured Persons (if applicable).

This **PDS** and **Policy Wording** brochure also contains important information about the rights and obligations of insured persons including information about Privacy, the Duty of Disclosure and General Insurance Code of Practice.

## 4. COSTS

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Premiums are calculated on an individual application basis. Some of the factors taken into account in calculating the premium are:

- Number of employees.
- Location or State in which the Insured is based.
- Prior claims experience.

The premium amount will be shown on your **Policy Schedule**. Government charges such as Stamp Duty and GST will be shown separately on the **Policy Schedule**.

You may be entitled to claim a tax deduction for the premium paid under this policy. Please check with your tax accountant or the Australian Taxation Office for further information.

### **Elimination Period**

An Elimination Period is the initial period of disablement for which no benefit is payable under Section 2 of this policy (Weekly Injury Benefit). The Elimination Period(s) to apply may vary based on application and approval, and will be detailed in the Policy Schedule.

## 5. COOLING OFF PERIOD

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If this insurance is purchased by a Retail Client a cooling off period applies.

You have 14 days after the day you receive this Policy to check that the Policy and benefits meet your needs. This is known as the Cooling Off Period. Within this Period you may cancel the Policy and receive the full refund of all premiums paid.

To cancel the Policy during the Cooling Off Period, please send us:

- Your written request to cancel the Policy; and
- The Policy document.

The Cooling Off Period ceases if a claim is made before the 14 day Cooling Off Period has expired.

## 6. HOW TO MAKE A CLAIM

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Information on claims can be found under the section titled '**Conditions**' in the **Policy Wording**. Please read this carefully.

Claims need to be submitted with original supporting documentation such as doctor's reports, receipts, and where requested, additional Proof of Loss. Claims should be delivered to the address shown on the outside cover of this document. In the event of claims under some policy sections, an Elimination Period may apply.

Please refer to the **Policy Wording** for further details about the above.

## 7. CODE OF PRACTICE

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Chartis is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.

## 8. DISPUTE RESOLUTION

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We are committed to handling any complaints about our products or services efficiently and fairly.

If You have a complaint:

1. Contact Us on Our dedicated complaints line – 1800 339 669.
2. If Your complaint is not satisfactorily resolved You may request that the matter be reviewed by management by writing to:  
  
The Compliance Manager  
Chartis  
549 St Kilda Road, Melbourne  
VICTORIA 3004
3. If You are still unhappy, You may request that the matter be reviewed by Our Internal Dispute Resolution Committee (“Committee”). We will respond to You with the Committee’s findings within 15 working days.
4. If You are not satisfied with the finding of the Committee, You may be able to take Your matter to an independent dispute resolution body, Financial Ombudsman Service (FOS). This external dispute resolution body can make decisions with which Chartis are obliged to comply.

Contact details are:

Financial Ombudsman Service  
Phone: 1300 78 08 08 (local call fee applies)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

Internet: <http://www.fos.org.au>

GPO Box 3, Melbourne, VIC 3001

## 9. PRIVACY CONSENT AND DISCLOSURE

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American Home Assurance Company (“AHAC”) trading in Australia as Chartis (“Chartis”) is bound by the National Privacy Principles that apply to any personal information collected by Chartis.

### **Purpose of Collection**

Chartis collects information necessary to underwrite and administer your insurance cover, to maintain and to improve customer service and to advise you of our products. You have a duty under the Insurance Contracts Act to disclose certain information. Failure to comply with your duty of disclosure or to provide certain information may result in Chartis either declining cover, cancelling your insurance cover or reducing the level of cover.

In the course of administering your policy we may disclose your information to:

- i. the entity to which AHAC is related (whether is Australia or overseas), contractors or third party providers providing services related to the administration of your policy.
- ii. banks and financial institutions for the purpose of processing your application and obtaining policy payments.
- iii. assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim.

- iv. our assistance provider who will record all calls to the assistance service provided under your policy for quality assurance training and verification purposes.
- v. other third parties, including mailing houses and marketing companies, to enable us to advise you of our insurance products and services.

In some circumstances Chartis is entitled to disclose your personal information to third parties without your authorisation such as law enforcement agencies or government authorities.

### **Access to your information**

You may gain access to your personal information by submitting a written request to Chartis.

In some circumstances, Chartis may not permit access to your personal information. Circumstances where access may be denied include where it would compromise the privacy of other individuals, or where it would be unlawful.

### **Complaints**

Chartis has also established an internal dispute resolution process for handling customer complaints.

If you feel you have a complaint about Chartis' compliance with the National Privacy Principles, require assistance in lodging a privacy complaint or you wish to gain access to the information, you may write to The Privacy Manager, Chartis, 549 St Kilda Road, Melbourne, or e-mail [australia.privacy.manager@chartisinsurance.com](mailto:australia.privacy.manager@chartisinsurance.com). Your complaint will be reviewed and you will be provided with a written response. If it cannot be resolved, your complaint will be referred to Chartis' Internal Disputes Resolution Committee who will respond within 15 working days. In either case the matter will be reviewed by a person or persons with appropriate authority to deal with the complaint.

Should your complaint not be resolved by Chartis' internal dispute resolution process, you may apply to the Privacy Commissioner for review of the determination.

### **Consent Acknowledgment**

By providing your personal information to enable completion of the application of insurance (including any associated form) and paying the premium, you consent to the use and disclosure of your personal information stated in the privacy statement. If you do not wish us to use your personal information to keep you informed of our insurance products and services please contact us and let us know.

# THE POLICY WORDING

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## IMPORTANT POLICY MATTERS

The **Insured** has made to Chartis, hereinafter called **We, Our, or Us**, a written Application and Declaration which together with all statements made in writing by the Insured shall be the basis of this contract and be considered as incorporated herein.

In consideration of the payment of the Premium, and subject to the conditions, special provisions and memoranda contained herein endorsed hereon or attached hereto if during the Policy Period any of the Events referred to in The Schedule shall happen to an **Insured Person** (called throughout **You/Your/Yourself**) We will pay The Compensation specified in the Policy Schedule in the manner hereafter described.

## YOUR DUTY OF DISCLOSURE

### What You must tell Us

When answering Our questions, you must be honest and You have a duty under law to tell Us anything known to You, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the Policy, and on what terms.

### Who needs to tell Us

It is important that you understand you are answering Our questions in this way for yourself and anyone else whom you want to be covered by the Policy.

### If You do not tell Us

If you do not answer Our questions in this way We may reduce or refuse to pay a claim, or cancel a Policy. If you answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having worked.

## EXPOSURE

If any of the Events listed in Sections 1 and/or 2 occurs as the result of unexpected exposure to the elements following an Injury, We will assume that You have sustained Injury as defined and will pay The Compensation specified for such Event.

## DISAPPEARANCE

If Your body has not been found within one year after the date of the disappearance, sinking or wrecking of the conveyance in which You were travelling at such date, We will assume that You died as the result of Injury and will pay the Compensation specified under Event 1 Section 1 of this Policy.

## DEFINITIONS

1. **We/Our/Us/Insurer** means American Home Assurance Company - ABN 67 007 483 267
2. **You/Your** means the Insured specified in the Policy Schedule and is the policyholder.
3. **Injury** means an Injury specified in the Table of Events which occurs fortuitously to You during the Policy Period and whilst You are Insured under this Policy as a result of Your direct travel to or from Your normal place of residence to or from Your place of employment but does not include an Injury that is caused by or results from a sickness or disease.

4. **Policy Period** means the period specified in the Policy Schedule attached hereto, 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 Condition 5 hereof.
5. **Total Disablement** means when, as a result of Injury, You are wholly and continuously prevented from engaging in Your usual occupation and not engaged in any other occupation and under the regular care of and acting in accordance with the instructions of a legally qualified medical practitioner other than Yourself, We will pay commencing immediately following the Elimination Period The Compensation stated in the Policy Schedule.
6. **Partial Disablement** means disablement which prevents You from carrying out a substantial part of the normal duties of Your usual business or occupation.
7. **Income** means
  - (a) as regards to a salaried Insured Person, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
  - (b) as regards to a T.E.C. (i.e. total employee cost) or Income package Insured Person, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or Income, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances) before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
  - (c) as regards to a self-employed Insured Person, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income; all derived during the 12 calendar month period immediately preceding the Injury giving rise to the claim under this Policy
8. **Elimination Period** as specified in the Policy Schedule means the first period of Total or Partial Disablement commencing with the first day thereof and is the period for which no Compensation is payable.
9. **Permanent** means lasting twelve (12) calendar months and at the expiry of that period being beyond hope of improvement.
10. **Permanent Total Disablement** means Total Disablement which has continued for twelve (12) calendar months from the date of Injury which caused Your Total Disablement and at that time is certified by a duly qualified medical practitioner as being beyond hope of improvement and entirely preventing You forever from engaging in any business, profession, occupation or employment for which You are reasonably qualified by training, education or experience.
11. **Temporary Partial Disablement** means that as a result of Injury or Sickness the Insured Person is wholly and continuously prevented from engaging in more than 50% of the duties of his or her usual occupation in Australia, and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner who is not the Insured Person or a family member.
12. **Temporary Total Disablement** means that as a result of Injury or Sickness the Insured Person is wholly and continuously prevented from engaging in his or her usual occupation in Australia, and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner who is not the Insured Person or a family member.
13. **Limb** means a hand at or above the wrist or a foot at or above the ankle.
14. **Fingers Or Toes** means the digits of a hand or foot.
15. **Total Loss** means the Permanent and total physical loss of the body part referenced in the Table of Events. Where that body part is a Limb, Hand, Foot, Finger or Toe, Total Loss means the Permanent and total physical loss or loss of use of that body part referenced in the Table of Events, or for an eye entire and irrecoverable loss of sight in that eye or for an ear entire and irrecoverable loss of hearing in



that ear or speech entire and irrecoverable loss of speech.

16. **Paraplegia** means Permanent and entire paralysis of both legs and part or whole of the lower half of the body.
17. **Quadriplegia** means Permanent and entire paralysis of both legs and both arms.
18. **Insured Persons** means all Directors, Officers, Contractors, Sub-Contractors and Employees of the Insured who following an Injury would be entitled to receive Compensation or Benefits under any Workers' Compensation Act or Motor Vehicle Act but for restrictions contained in the legislation pertaining to travel to and from the Insured Person's place of residence or work.
19. **War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
20. **Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts.

Terrorism shall also include any act which is verified or recognized by the (relevant) Government as an act of terrorism.

21. **Insured person** means any person(s) who come within the description of the insured persons appearing in the Policy Schedule, who are nominated by you from time to time for insurance under this Policy and with respect to whom premium has been paid or agreed to be paid.

## CONDITIONS

### 1. **Complying With Policy Conditions**

The due observance and fulfillment of the Terms of this Policy insofar as they relate to anything to be done or complied with by the Insured and/or by You and the truth of the statements and answers in the said Application, if any, and any Applications and medical evidence required from You in connection with this Insurance shall be conditions precedent to Our liability to make any payment under this Policy.

### 2. **Effective Date Of Individual Insurance**

The insurance of any Insured Person shall become effective on the latest of the following dates:

- (a) on the commencing date of the First Period of Insurance set out in the Policy Schedule;
- (b) on the date You become eligible for insurance hereunder;
- (c) where required in terms described in the Policy Schedule, the date of Our acceptance of Your written Proposal;

provided always that if You are not regularly performing all the usual duties of Your occupation or are not fit to do so on the date Your Insurance would otherwise become effective then such Insurance shall only take effect on the date of return to the regular performance of all Your usual duties when You are certified fit to do so.

### 3. **Individual Terminations**

The Insurance of any Insured Person shall immediately terminate on the earliest of the following dates:

- (a) on the date this Policy is terminated;
- (b) on the date You leave or are dismissed from the employment of the Insured or are retired or pensioned;
- (c) as of the premium due date if the Insured fails to pay the required premium except as the result of inadvertent error; or
- (d) on the date You cease to be eligible for insurance hereunder.

### 4. **Fraud**

Any fraud, mis-statement or concealment by the Insured and/or You either in the Application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim thereunder may give Us the rights provided for in the Insurance Contracts Act, including the right to refuse payment of any claim or to avoid the Contract.

### 5. **Policy Renewal**

This Policy may be renewed with Our consent from term to term, by payment of the Premium in advance at Our premium rate in force at the time of renewal.

### 6. **Cancellation**

This Policy may be terminated:

- (a) at any time at the request of the Insured in which case We will retain Our short period rate for the time the Policy has been in force;
- (b) by Us in accordance with the provisions of Section 60 of the Insurance Contracts Act 1984.

### 7. **Claims Procedure**

- (a) Written notice must be given to Us at any of Our offices in Australia within thirty days after the occurrence of any Event in respect of which a claim has arisen or may arise.
- (b) All certificates and evidence required by Us shall be furnished at the expense of the Insured or any claimant hereunder and shall be in such form and of such nature as We shall prescribe.
- (c) You shall as often as reasonably required submit to medical examination on Our behalf and at Our expense.
- (d) We shall in the case of Your death be entitled to have a post-mortem examination at Our expense.

7. **Report Of Claim Forms**

We will, upon receipt of a Notice of Claim furnish to the claimant such forms as are usually furnished by Us for filing Proof of Loss. If such forms are not furnished within fifteen days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in the Policy for filing Proof of Loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

8. **Proof Of Loss**

Written Proof of Loss must be furnished to Us at Our said Office (except as provided above) in case of 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 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.

9. **Time Of The Payment Of Claim**

Compensation payable under this Policy will be paid immediately upon receipt of due written proof of such loss. Subject to due written Proof of Loss, 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 immediately upon receipt of due written proof.

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.

11. **Subrogation**

In the event of any payment under this Policy, We shall be subrogated to all the Insured/Insured Person's rights of recovery thereof against any person or organisation and the Insured/Insured Person shall execute and deliver instructions and papers and do whatever else is necessary to secure such and enable enforcement of such rights. The Insured/Insured Person shall take no action to prejudice such rights.

12. **Tax Or Imposts**

Where the Company is, or believes it will become, liable for any tax or other impost levied by any Commonwealth or State Government, authority or body in connection with this Policy, the Company may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under this Policy in the manner and to the extent the Company determines to be appropriate to take account of the tax or impost.

## **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY**

This Policy shall not apply to any Event directly or indirectly arising out of:

1. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
2. Deliberately self-inflicted injury.
3. You being under the influence of intoxicating liquor or having a blood alcohol content over the prescribed legal limit or being under the influence of any drug other than a drug taken or administered by, or in accordance with the advice of a legally qualified medical practitioner.
4. (a) You being a Pilot or Crew Member of any aircraft.  
(b) You engaging in any aerial activity except as a passenger in any properly licensed aircraft.
5. Sexually transmitted disease, or Acquired Immune Deficiency syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection.

6. Any Injury that is sustained during, or after, any substantial interruption of, or substantial deviation from the journey, made for any reason unconnected with Your employment or with Your attendance at any trade, technical, or other training school.

## SPECIAL PROVISIONS

1. Compensation shall not be payable under this Policy in respect of any Injury for which You have received treatment or advice for treatment prior to becoming insured hereunder.
2. The Compensation payable under Event 1 in Section 1 shall be payable to the Insured; any other Compensation payable under the Policy shall be payable to You.
3.
  - (a) Compensation shall not be payable for more than one of the Events listed in Section 1 in respect of the same Injury.
  - (b) Any Compensation payable for Events 2 - 18 listed in Section 1 shall be reduced by any Compensation already paid under Events 19 and/or 20 in Section 2 in respect of the same Injury.
  - (c) Should You sustain Injury which results in any one of Events 2 to 8 described in Section 1 there shall be no further liability under the Policy for Injury sustained thereafter.

provided always that if You become entitled to Compensation under any one of the Events listed in Section 1 (other than Event 1) You may elect to receive Compensation either under that Event or under Events listed in Section 2.

### 4. **Weekly Benefits Limitation**

For each Insured Person the Compensation payable under Section 2 / Event 19 (Temporary Total Disablement) is limited to the amount stated in the Policy Schedule or 100% of the Insured Person's weekly Income, whichever is the lesser.

If You are entitled to receive:

- (a) weekly or periodical disability benefits under any other policy of insurance; and/or
- (b) weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other Statutory body having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body having similar effect; and/or
- (c) earned income from any other occupation;

then Compensation payable under Section 2 / Event 19 (Temporary Total Disablement) will be reduced by the amount necessary to limit the total of all payments and/or Compensation to 100% of his or her weekly Income or the limit stated in the Policy Schedule, whichever is the lesser

5. If You or the Insured Person has lodged a weekly income benefit claim in Western Australia under any Workers' Compensation Act or Motor Vehicle Act or other Statutory Body having a similar effect and are awaiting determination of the claim, We shall commence payment of the Compensation effective from the date of the Injury less any applicable Elimination Period, subject to the terms and conditions of the Policy.

When the Insured Person who is the subject of the weekly income benefit Injury claim receives compensation for loss of income under the relevant Workers' Compensation Act or Motor Vehicle Act or other Statutory Body having a similar effect, You or the Insured Person must reimburse to Us any difference between the amount of Weekly Injury Benefit Actually paid by Us, and the amount of Weekly Injury Benefit We would have paid had the Insured Person been in receipt of such compensation during payment of the claim.

6. **Recurrence Of Temporary Total Disablement Or Temporary Partial Disablement (Weekly Benefits)** If an Insured Person receives Compensation under Section 2 – (Weekly Benefits) and while this Policy is in force suffers a recurrence of Temporary Total or Temporary Partial Disablement from the same or related causes within 6 consecutive months of his or her return to his or her occupation on a full time basis, We will consider such Disablement to be a continuation of the prior claim period

The period of recurring Disablement will be aggregated with the prior claim period and will not be subject to a new Elimination Period.

**7. Aggregate Limit Of Liability**

- (a) Our total liability for all claims arising during any one Policy Period will not exceed the amount shown in the Policy Schedule.
- (b) Our total liability for all claims arising under this Policy during any one Policy Period relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes will not exceed the amount shown in the Policy Schedule.

## TABLE OF EVENTS

### SECTION 1 - CAPITAL BENEFITS (Each Insured Person)

THE EVENTS Injury as defined, resulting in:		THE COMPENSATION
1.	Death*	100%
2.	Permanent Total Disablement	100%
3.	Permanent and incurable paralysis of all limbs	100%
4.	Permanent Total Loss of sight of both eyes	100%
5.	Permanent Total Loss of sight of one eye	100%
6.	Permanent Total Loss of use of two limbs	100%
7.	Permanent Total Loss of use of one limb	100%
8.	Permanent Total Loss of the lens of both eyes	100%
9.	Permanent Total Loss of the lens of one eye	50%
10.	Permanent Total Loss of hearing in	
	(a) both ears	75%
	(b) one ear	25%
11.	Third degree burns and /or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the entire external body	50%
12.	Permanent Total Loss of use of four fingers and thumb of either hand	70%
13.	Permanent Total Loss of use of four fingers of either hand	40%
14.	Permanent Total Loss of use of one thumb of either hand	
	(a) both joints	30%
	(b) one joint	15%
15.	Permanent Total Loss of use of fingers of either hand	
	(a) three joints	10%
	(b) two joints	7%
	(c) one joint	5%
16.	Permanent Total Loss of use of toes of either foot	
	(a) all - one foot	15%
	(b) great - both joints	5%
	(c) great - one joint	3%
	(d) other than great, each toe	1%
17.	Fractured leg or kneecap with established non-union	10%
18.	Shortening of leg by at least 5cm	7%

\* Compensation under Event 1 is payable to the Insured not the Insured Person.

### SECTION 2 - WEEKLY INJURY BENEFIT

THE EVENTS		THE COMPENSATION	
Injury, as defined, resulting in:			
19.	Temporary Total Disablement	19.	During such Disablement the amount per week specified in the Policy Schedule or Income as defined, whichever is the lesser
20.	Temporary Partial Disablement	20.	During such Disablement, 25 per cent of Event 19 per week.

