

# ACPP Income Protection Insurance Scheme.

**September 2021.**

Provided by Point Insurance  
Next Gen Accident & Sickness  
1300 362 766  
[pointinsurance.com.au](http://pointinsurance.com.au)

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## **SCHEME OVERVIEW & IMPORTANT DETAILS**

**Your union, Australian College of Paramedic Practitioners (ACPP), has established an insurance scheme to provide income to scheme members in the event that they suffer a serious injury or illness and are unable to work for an extended period.**

The insurance cover is underwritten by Lloyd's of London (Lloyd's). This document is designed to explain how the scheme works and the specific policy terms and conditions that determine what You are covered for. It is very important that You read the whole document and are comfortable that You understand all of this information before You decide to join, or leave the plan. You should note that if You leave the plan and decide to re-join at a later date Your cover may be subject to restrictions that do not apply to You now.

This Product Disclosure Statement (PDS) has been prepared by Point Insurance as an information document for current and prospective members of the ACPP Income Protection Insurance Scheme. This information is of a general nature. It does not take into account any person's individual circumstances and You should always consider Your individual needs and seek professional advice where appropriate, before You enter into any kind of insurance contract. This PDS is available on the BankVic website.

Please seek independent financial advice relating to the tax implications of this product. Income protection schemes include a tax concession where premiums can be paid as a pre-tax salary packaging deduction.

### **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 the BankVic website or You can request a copy by calling us on 1300 362 766

# DETAILS OF KEY PROVIDERS FOR THE SCHEME

**Below are the details of the related bodies involved in putting the insurance program together with their roles explained and their contact details.**

**Police Financial Services Limited (trading as BankVic)**

**ABN 33 087 651 661 | AFSL 240293**

**BankVic Banking Operations**

**Level 3, 215 Spring Street, Melbourne 3000.**

**Telephone: 13 63 73**

BankVic is the co-ordinator of the Scheme and distributor of the product.

**About the Issuer | Point Underwriting Agency Pty Ltd**

**ABN 53 605 479 070 | AFSL 477471**

**PO Box 744, Manly NSW 1655**

**Telephone: 1300 362 766 Facsimile: (02) 9913 8078**

**Email: [enquiries@pointinsurance.com.au](mailto:enquiries@pointinsurance.com.au)**

Point Underwriting Agency Pty Ltd (Point Underwriting Agency) is the product manufacturer and product issuer. Point is responsible for client administration, claims management, and the collection and disbursement of premiums. Point provides the Australian Lloyds broking agency as well as the accredited UK agency. It 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 of London**

**Lloyd's Australia Limited**

**Suite 1603, Level 16, 1 Macquarie Place, Sydney NSW 2000**

**Telephone: (02) 8298 0783 Facsimile: (02) 8298 0788**

**Email: [idraustralia@lloyds.com](mailto:idraustralia@lloyds.com)**

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** that We provide with details of:
  - Who is insured;

- Cover(s) selected;
- Period of Insurance;
- 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 Point Underwriting Agency.

## **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.

Any statement in this PDS attributed to a person is done so with the consent of that person, with that consent not having been withdrawn as at the date of this PDS.

## **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. Point Underwriting Agency 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.

## KEY FEATURES OF THE SCHEME

**ACPP NON-VICTORIAN MEMBERS:** ACPP Income Protection is available to ACPP members who reside inside of Victoria, except for members who work for Ambulance Victoria, Private Transport Services and other entities that are covered industrially by the Victorian Ambulance Union.

**PREMIUM RATE:** Your premium is charged as a percentage of Your insured income rate based on Your age and includes the Stamp Duty and all other charges.

These rates are as follows:

Age	Rate
16 - 40	1.35%
41 - 70	1.85%
71 - 75	2.20%
Over 75	On referral

For example: a 45 year old policy holder with an annual salary of \$100,000 is charged 1.85% or \$1850 annual premium. This approximately \$71.15 per fortnight.

Your premium will be updated annually and the new premium will be applied to Your first pay run from January each year. In some cases your premium update may be applied at a later date depending on Your payroll department

## TAILORED GROUP POLICY BENEFITS

Benefit	Description
14 day waiting period	Benefits begin from the 15th day of disablement.
Up to 90% of Income	Receive up to 90% of pre-disability earnings
104 Week Benefit Period	Maximum benefit period is 104 weeks ( 2 years)
Scope of Cover	24 hour / 7 days a week cover
Age up to 75 years	Cover available for members up to 75 years, with over 75 on referral to the insurer
Workers Compensation Top Up included	Difference between Workers Compensation Benefit and Pre-Disability earnings paid
Funeral Benefit (Accidental Death Only)	Up to \$7,500

## **AUTOMATIC ACCEPTANCE FOR NEW MEMBERS OF**

**THE SCHEME:** If You are under 60 and are Actively at Work, and You join the plan within the initial period of eligibility, i.e. within 60 days of first joining the ACPP, You are granted the cover without having to undergo any medical underwriting and Your cover will not be subject to the pre-existing conditions exclusion.

Auto Acceptance cover does not extend to include any illness or injury the insured is currently being treated for or is aware treatment will be required within the period of 12 months from date of joining the scheme.

**PREMIUM WAIVER:** When You are on claim and receiving benefits You are not required to pay any premiums that fall due.

**WORLDWIDE COVER:** Your policy covers You worldwide 24 hours per day. The only restriction is that if You are on claim You must return to Australia within 3 months of becoming disabled and remain in Australia undergoing treatment for benefits to be payable.

**BENEFITS OFFSETS:** If You are entitled to receive an income replacement payment from either a superannuation fund, other insurance policy or a social security payment, Your ACPP scheme income protection benefit will be reduced by the amount of that entitlement.

**COVER WHILST ON LEAVE WITHOUT PAY:** If You are going on a period of leave without pay You may continue Your insurance cover by informing Point Underwriting Agency before You start that period of leave. You also need to arrange to pay Your premium for the period on leave. The maximum period that You can arrange the extension of cover is 12 months.

If You do suffer an injury or illness while on leave Your benefits will not start to be payable until the time when You would have normally returned to work and would have been earning an income.

**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 \$10,000, but only if the expenses are incurred while a Weekly Accident or Sickness Benefit is payable whilst You are Totally Disabled.

**RECURRENT DISABLEMENT:** If you have been on claim, then return to work, but find you need more time off because of the same injury or illness, if this is within 6 months of when you went back to work, there is no need to wait out another 30 days, as it is considered as a continuation of your earlier claim.

**HIV/HEPATITIS B & C INFECTION BENEFIT:** If you are infected during working hours with an incident or exposure to any of the following conditions, Human Immunodeficiency Virus (HIV) or any variation or develops Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), including Hepatitis B & C, we will pay you up to the amount of \$30,000 in compensation. The infection must be as a result of an at work incident or occurrence. Any of the above conditions pre-dating the inception date of this policy may be deemed a pre-existing condition.

# PART A | PRODUCT DISCLOSURE STATEMENT

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

This PDS provides general information only. It does not take into account any person's individual circumstances and you should always consider your individual needs and seek professional advice where appropriate, before you enter into any kind of insurance contract. 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 Point Underwriting Agency 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. You can find a copy of this PDS on the BankVic website.

## 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 Point Underwriting Agency.

## 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.

ACPP Income Protection Insurance is a Group Policy designed for Victorian Ambulance Union Incorporated Members only affiliated with the ACPP. The Policy provides 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:-

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

## 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:

- Hazardous activities;
- 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 Point Underwriting Agency 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.

It should be completed and sent to Point as soon as is practically possible.

## 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](http://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](mailto: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](mailto: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](mailto:info@afca.org.au)  
Telephone: 1800 931 678  
Post: GPO Box 3, Melbourne VIC 3001  
Website: [www.afca.org.au](http://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](http://www.insurancecouncil.com.au) or by phoning (02) 9253 5100, or by visiting our website [pointinsurance.com.au](http://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 Point Underwriting Agency. The Policy and the Policy Schedule should be kept in a safe place for future reference.

Point Underwriting Agency is the product issuer and has arranged this Policy for You. If You have any questions about Your cover, or You wish to contact Point Underwriting Agency, please contact Point Underwriting Agency for assistance.

### **Law and Jurisdiction**

The laws of Victoria 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 Application Form 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.

<b>INSURED EVENTS</b>	<b>THE COMPENSATION</b>
Bodily Injury resulting directly in	Being the Sum Insured or a percentage thereof
Insured Member with Dependents	\$200,000
Insured Member without Dependents	\$150,000
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 b) One ear	a) 80% 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: a) both joints b) one joint	a) 30% b) 15%
14. Permanent Total Loss of use of one finger of either hand: a) three joints b) two joints c) one joint	a) 10% b) 7.5% c) 5%
15. Permanent Total Loss of use of toes of either foot: a) all - one foot b) great - both joints c) great - one joint d) other than great - each toe	a) 15% b) 5% c) 3% d) 1%

<b>INSURED EVENTS</b>	<b>THE COMPENSATION</b>
Bodily Injury resulting directly in	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. Temporary Total Disablement caused directly and solely by Bodily Injury	Being the lump sum amount up to the benefit amount in the table below
20. Temporary Total Disablement caused directly and solely by Bodily Injury	During such disablement, the weekly Accident Benefit as specified in the Schedule or 90% of Your Gross Salary, whichever is the lesser.
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. If You do not return to work, the amount payable shall be 25% of the Insured Event 20.

<b>INSURED EVENTS</b>	<b>THE COMPENSATION</b>
22. Broken bone Benefit caused directly and solely by Bodily Injury:	Being the Sum Insured or a percentage thereof up to 8 weeks

22. Broken bone Benefit

- a) neck or spine
- b) dental costs
- c) hip, pelvis
- d) skull, shoulder blade
- e) collar bone, upper leg
- f) upper arm, kneecap, forearm, elbow
- g) lower leg, jaw, wrist, cheek, ankle, hand, foot
- h) ribs
- i) finger, thumb, toe

a) \$5,000  
 b) \$5,000  
 c) \$500  
 d) \$200  
 e) \$200  
 f) \$150  
 g) \$100  
 h) \$50  
 i) \$50

<b>INSURED EVENTS</b>	<b>THE COMPENSATION</b>
Sickness resulting directly in	Being the Sum Insured or a percentage thereof
23. Temporary Total Disablement caused directly and solely by Sickness	During such disablement, the weekly Sickness Benefit as specified in the Schedule or 90% of Your Gross Salary, whichever is the lesser.
24. 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. If You do not return to work, the amount payable shall be 25% of the Insured Event 20.

## **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. Application Form** means the Application Form bearing the date stated in the Schedule together with any supplementary material submitted to Us by You or on Your behalf.

**4. At Work** means the person is actively and competently performing all the essential duties of his or her usual occupation without restriction, or is on approved leave, other than leave which is taken for reasons related to injury or illness, and he or she is physically capable of competently performing all the essential duties of his or her usual occupation without restriction.

**5. 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.

**6. Automatic Acceptance Limit** means the maximum amount of benefit specified in the Schedule for which we do not require evidence of a person's state of health and who will not be subject to the Pre-existing health conditions exclusion.

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

**8. Benefit Period** means the period as specified in the Schedule commencing on the first day that a Benefit begins to accrue and excludes the Waiting Period.

**9. 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.

**10. Dependents** - means any person who's primarily dependent upon you for financial maintenance and support and includes:

- (a) Your spouse or defacto who's continuously lived with you for at least 3 calendar months prior to an event giving rise to a claim.
- (b) Your unmarried dependents under 19 years of age.

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

**12. 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.

**13. Gross Salary** means: a) in the case of an employee, Your weekly pre-tax income, including 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.

**14. Insured, Insured Person, You and Your**

“Insured”, “Insured Person”, “You”, “Your” and “Yourself” mean the person named as the Insured in the Schedule.

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

**16. 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.

**17. 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.

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

**19. 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.

**20. 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.

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

**22. 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.

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

**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 or disease which first manifests 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:** 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 military service (including but not limited to naval or air force service or operations)

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

**8. 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

**9. Pregnancy/Childbirth:** Uncomplicated pregnancy or childbirth. Pregnancy is not considered as an insured event however if you suffer a pregnancy related health problem that stops you working earlier than would normally be the case, you may be entitled to a benefit.

**10. Pre-Existing Condition:** No benefit will be payable for any injury or illness for which you have been treated for (or for which a reasonable person would have sought treatment) in the 2 years prior to becoming insured or having cover reinstated. Any such Injury or Illness will be covered after a period of two (2) continuous years during which there has been no treatment required for that injury or illness.

For members of the ACPP who choose to join the scheme outside the first offer window, i.e. within 60 days of when they first became members of the ACPP, they are subject to this restriction on cover.

This would also apply to anyone who leaves the plan and then chooses to re-join at a later date. This also applies to all members who are over the age of 60 when they first join the plan regardless of when that may be.

**11. 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.

## 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. Hazardous Activities** If You regularly take part in any occupation, sport, pastime or activity in which materially greater risk may be incurred and We were not told about this before the Policy started (or before any further Period of Insurance) then We will not pay any claim in respect of any Accident or Sickness arising out of that occupation, sport, pastime or activity unless You notify Us first and We give Our written agreement to cover You for this (subject to the payment of any additional Premium which We may reasonably require).

**2. 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.

**3. 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 You must apply for a new claim subject to all terms and conditions of the policy.

**4. Change of Occupation** Cover is provided under this Policy on the condition that You continue in Your occupation as shown on Your Policy Schedule and remain as an employee and member of the ACPP. Coverage will cease if you are no longer an ACPP member.

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

**5. 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: [enquiries@pointinsurance.com.au](mailto:enquiries@pointinsurance.com.au)  
Web: [www.pointinsurance.com.au](http://www.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.

**6. 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.

**7. 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.

**8. 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).

**9. 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.

**10. 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.

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

**12. 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.

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

**14. 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.

**15. 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

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

**17. 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, Australia, 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.

## 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.

Then obtain a Claim Form from Point Underwriting Agency which you can get either by;  
Downloading from their website  
[pointinsurance.com.au](http://pointinsurance.com.au)  
Calling 1300 362 766 (toll free) or (02) 9970 7378  
Or emailing [enquiries@pointinsurance.com.au](mailto:enquiries@pointinsurance.com.au)

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  
Fax (02) 9913 8078  
or [enquiries@pointinsurance.com.au](mailto:enquiries@pointinsurance.com.au)

