

A Fresh Outlook



## Product Disclosure Statement

Product:	Group Personal Accident & Illness
Version No:	PDS Group Amateur Sport 0722-V1
Preparation Date:	1 <sup>st</sup> July 2022

Coverholder at **LLOYD'S**

**Aspect Underwriting**  
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Collingwood Vic 3066  
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[www.aspectuw.com.au](http://www.aspectuw.com.au)



## Quality Service

We are committed to delivering the highest levels of service possible at all times to you and your clients.

We pride ourselves on meeting the product needs of you and your clients initially which is then backed up by a level of service that enhances the experience.

Referrals are the cornerstone of our business and is only achievable in a competitive marketplace by meeting and then exceeding your expectations.

- Aspect Underwriting Team



## **Product Disclosure Statement and Policy Wording**

### **Group Personal Accident & Illness Product**

Aspect Underwriting and McLardy McShane Partners Pty Ltd are authorised to distribute this Product Disclosure Statement.

This PDS contains two parts:

- A. Important information – contains general information about your Group Personal Accident & Illness policy; and
- B. The Group Personal Accident & Illness policy – contain terms and conditions of your insurance policy.

To assist you to locate specific terms in this PDS, a table of contents is provided.

Please read this PDS before applying for insurance.

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

If you need more information about this PDS or your policy, please contact Aspect Underwriting. Their contact details are contained in this document.

This combined Product Disclosure Statement including Policy Wording document was prepared on 1<sup>st</sup> July 2022 (PDS Group Amateur Sport 0722-V1)

Aspect Underwriting is a Corporate Authorised Representative (ABN: 91 161 017 007, AR No. 1247437) of McLardy McShane Partners Pty Ltd (AFSL No. 232987, ABN: 14 064 465 309).

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## What is a Product Disclosure Statement?

*This Product Disclosure Statement (PDS) contains information about the policy including the benefits and conditions, your rights as a client and other things you need to know to assist you to make an informed decision when choosing your insurance.*  
*In this PDS:*

1. The type of cover chosen will be shown in the policy schedule.
2. '**we**', '**Our**' or '**us**' means the Insurer.
3. '**you**' means the entity who will be named in the policy schedule as the insured and any person nominated by you from time to time for the insurance cover selected by you and for which the premium has been paid.



## Important Information

This Product Disclosure Statement (PDS) contains information to help **you** make an informed decision on whether to buy the Policy.

It is important that **you** carefully read this document along with any other document we tell **you** forms part of the Policy to understand the cover, terms and conditions, exclusions, limits and waiting periods of the Policy.

This PDS applies for any offer of renewal of the Policy we may make, unless **we** tell **you** otherwise.

The Policy provides a number of covers which may or may not be provided to **you** as a retail client under the Corporations Act 2001 (Cth) depending on **your** circumstances. Only the parts of this document relevant to the cover provided to **you** as a retail client and any other documents which **we** tell **you** are included, make up the PDS for the purposes of the Act.

## Aspect Underwriting

Aspect Underwriting is a Corporate Authorised Representative (ABN: 91 161 017 007, AR No. 1247437) of McLardy McShane Partners Pty Ltd (AFSL No. 232987) (ABN: 14 064 465 309).

The Insurers have given Aspect Underwriting the authority to act on their behalf (not the insured's) to arrange, enter into, bind, vary and cancel the Policy, as if it were the Insurers.

## The Insurer

The insurers of this insurance are certain underwriters at Lloyd's, led by Managing Agent AXIS Managing Agency, Syndicate 1686. Certain underwriters at Lloyd's are authorised and regulated by the Australian Prudential Regulation Authority ('APRA') under the provisions of the Insurance Act 1973 (Cth) to conduct insurance business in Australia. In consideration of the premium specified herein, the said underwriters are hereby bound, severally and not jointly, each for his own part and not one for another, their Executors and Administrators, to insurance in accordance with the terms and conditions contained herein or endorsed hereon.

## General Advice Warning

Any financial product advice given by Aspect Underwriting or McLardy McShane Partners and **our** or their respective representatives is general advice only, limited to this Group Personal Accident & Illness Product, and does not take into

account **your** objectives, financial situation or needs.

Please read the PDS and Policy Wording to properly understand the cover provided and its limitations to determine if the Policy is appropriate and consider obtaining advice as to whether the benefits are appropriate or useful for **you** from a person who is licensed to give such advice.

### Our Agreement with You

We will insure **you** for:

1. **injury** as a result of one or more of the insured events, and
2. other benefits, as set out in the policy wording and occurring during the **period of insurance**.

This cover will be given on the basis:

- a) of the verbal and/or written information provided by **you** which **you** gave after having been advised of **your** Duty of Disclosure either verbally or in writing. If **you** failed to comply with **your** Duty of Disclosure, **we** may be entitled to reduce our liability under the policy in respect of a claim or **we** may cancel **your** policy. If **you** have told us something which is fraudulent, **we** also have the option of voiding **your** policy from the effective date stated in the current **schedule**. For **your** assistance, **we** have provided a full explanation of **your** Duty of Disclosure and the consequences of non-disclosure, under the heading **your** "Duty of Disclosure".
- b) that **you** have paid us the premium for the cover **you** selected within the premium payment specifications contained in the policy wording

### What the Policy Consists Of

**Your** policy consists of:

- a) a schedule, approved by **us**, which sets out who is insured, the cover(s) selected, the period of insurance, the maximum limits, the waiting period and other important information. This is referred to as the **schedule** in this policy document.

- b) this printed Group Personal Accident and Illness Policy Wording which sets out details of **your** cover and its limitations, and **you** should carefully read and retain your insurance policy document and current **schedule**.

These documents should be read together as they jointly form the contract of insurance between **you** and **us**. Any new or replacement **schedule** we may send you, detailing changes to **your** insurance or the period of insurance, will become the current **schedule**, which **you** should carefully read and retain.

### Eligibility

To be eligible for this insurance, **you** must:

- Be a permanent resident of Australia; and
- Be 18 or over and no more than 70 years old at the date of purchase.

### The Cost of Your Policy and Paying for Your Insurance

The cost of **your** policy will be shown on the quotation provided, once all required information has been received. The cost of **your** policy is calculated based on age, occupation, claims experience and other information relative to the particular risk. The cost of the policy is made up of premium, government taxes such as Goods & Services Tax (GST) and Stamp Duty, where applicable.

If **you** enter into a Policy with **us**, the amount of Premium payable will be shown on the **schedule**.

### The Effect of an Instalment Premium not being Paid on Time?

If at the time of making a claim under this Policy it is found that the instalment premium has remained unpaid for a period of thirty (30) days or more past the last Premium Due Date, then **we** can delay payment of the claim until this premium has been received by **us**.

If premiums remain in arrears for a further period of thirty (30) days or more then **we** may cancel this Policy by giving **you** 30 days' written notice.

If this Policy is cancelled due to Non-Payment of Premium, the amount owing will be deducted from any outstanding claim payments.

### Summary of Benefits and Features of the policy

**We** will pay **you** the benefit set out in **your** policy schedule if **you** suffer an **Injury** resulting from an accident during the currency of the policy. The **Injury** suffered must:

- be one of the type set out in the Insured Events table in this wording, and
- arise within twelve (12) calendar months from the date of the accident.

**We** will insure **you** for a period of up to 104 weeks, depending upon **your** age and the cover **you** have chosen.

The details will be set out on **your** policy **schedule**.

### The Most we Will Pay

The most **we** will pay for all claims under this Policy during any period of insurance is set out under the Limit of Liability in the policy **schedule**. Once the Limit of Liability has been paid, **you** will need to pay **us** further premium to reinstate the policy cover.

### General Conditions

General Conditions (applicable to all Sections of the Policy) set out **your** obligations with which **you** need to comply. Please refer to Pages 13 & 20. **You** should read the policy wording and make yourself aware of all the terms and conditions that apply. If you do not meet them, we may be able to decline or reduce the claim payment or cancel your policy.

### General Exclusions

This policy contains a number of exclusions, some of which are common in insurance

policies. For example, **we** may not pay for **injury** arising from:

- a) any **pre-existing condition** (as defined);
- b) taking part in or training for professional sports of any kind;
- c) the insured person engaging in air travel, unless they are a passenger.

Some of the exclusions may be less common, and as such may be unexpected. Some may not be relevant to **you**; however, **you** should make yourself aware of all the exclusions.

Please refer to General Exclusions.

### Cooling-Off

If for any reason **you** are not satisfied with the Policy **you** can return the Policy to **us** within 21 days of the entry into the Policy provided **you** have not exercised a right or power under the Policy in that period (e.g. a claim has been made or benefit has been paid). **we** will refund the Premium to **you** in full less charges or taxes, which **we** are unable to recover. After the expiry of the cooling off period, **you** still have cancellation rights, which are set out in 'Conditions applicable to all sections of the Policy' section of this PDS.

### Cancellation

In addition to **your** Cooling Off Period rights, **you** may cancel the Policy by giving **us** written notice. For any refund rights, **you** may have, see 'Cancellation refund rights' directly below.

**We** may cancel the Policy in accordance with section 60 of the Insurance Contracts Act 1984 (Cth). For example, **we** can cancel:

- if **you** have failed to comply with **your** duty of disclosure detailed below); or
- where **you** made a misrepresentation to **us** during negotiations for the Policy but prior to the issue of the Policy; or
- where **you** have failed to comply with a provision of the Policy,



including the terms relating to payment of premium; or

- where **you** have made a fraudulent claim under the Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers **you**.

**We** will email you any notice of cancellation.

### Cancellation refund rights

For refund rights if **you** cancel during the Cooling Off Period, see that section directly above.

If **you** or **we** cancel the Policy:

- **we** may deduct a pro rata proportion of the Premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government charges, taxes or duties we cannot recover

### Your duty of disclosure

Before **you** enter into a contract of insurance, **you** have a duty to tell **us** anything that you know, or could reasonably be expected to know, may affect **our** decision to insure **you** and on what terms. **You** have this duty until **we** agree to insure **you**. **You** have the same duty before **you** renew, extend, vary, or reinstate an insurance contract.

**You** do not need to tell **us** anything that:

- reduces the risk we insure **you** for; or
- is common knowledge; or
- **we** know or should know as an insurer; or
- **we** waive your duty to tell **us** about.

### If you do not tell us something

If **you** do not tell **us** anything **you** are required to tell **us**, **we** may cancel **your** contract or reduce the amount **we** will pay you if you make a claim, or both.

If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

### Making A Claim and Your Waiting Period

If **you** need to make a claim, please contact the Aspect Underwriting Claims Centre. They will send you a copy of the claim form, which will need to be fully completed.

**We** will not be responsible for any payments under the policy unless this form is fully completed and returned. Any costs involved in the collection of information for the form are **your** responsibility.

**You** need to ensure that **you** have seen a qualified medical practitioner as soon as possible after the **injury** as **your** benefits will only be paid from the date you first seek medical attention.

At any time after a claim has been lodged **we** may:

- a) request **you** to undergo medical or related examinations;
- b) conduct enquiries into the circumstances of the claim;
- c) request **your** attending doctor or specialist to provide a progress report. This will be at **our** expense.

Any payments under this policy will be to **you**.

A **waiting period** may apply if you make a claim under this policy. A waiting period is the time **you** must be totally or partially disabled before **you** start to receive a benefit under this insurance policy. The length of any waiting period will be shown on **your** policy **schedule**.

### Taxation Implications

#### Income Tax

A claim paid in respect of weekly disability benefits is subject to personal income tax and it is your responsibility to declare such benefit when completing your usual tax return.

**We** are required to deduct income tax from **your** fortnightly benefit amount and remit that tax to the ATO on **your** behalf.



Claims for lump sum benefits may also require tax to be paid, depending on the circumstances.

### **Goods & Services Tax**

Generally, **you** will not be required to pay Goods and Services Tax (GST) on any benefits **you** receive under **your** policy.

**We** strongly recommend **you** consult a tax consultant if **you** have any questions about **your** particular taxation circumstances in relation to this product.

### **Dispute Resolution**

#### **What to do if you have a complaint?**

##### **About Lloyd's**

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia. Lloyd's has adopted the General Insurance Code of Practice subject to certain specific qualifications. You can obtain a copy of the Code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

Lloyd's aim is to provide the highest service to our Australian policyholders, and, to this end, we have developed the following procedures for the fair handling of complaints for Lloyd's policyholders.

##### **How can we help you?**

There are established procedures for dealing with complaints and disputes, regarding your policy or claim.

##### **Internal Dispute Resolution**

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 procedures. Please contact Aspect Underwriting in the first instance:

Mike Wallis – Director  
Aspect Underwriting  
Suite 2, 73a Rupert Street, Collingwood VIC 3066  
Phone: 1300 979 458  
Email: [info@aspectuw.com.au](mailto:info@aspectuw.com.au)

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:

Lloyds Australia Limited  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

##### **External Dispute Resolution**

You may refer your complaint to the Australia 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:  
Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3, Melbourne VIC 3001

Your complaint must be referred to AFCA within 2 years of the final decision. 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 agreed that:

- (i) 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;
- (ii) 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;

- (iii) If a suit is 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.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

Written notice must be given to:  
Aspect Underwriting Claims Centre  
 GPO Box 14  
 Brisbane, QLD 4001  
 Telephone: +61 7 3005 1981  
 Email: [ahclaims@gbtpa.com.au](mailto:ahclaims@gbtpa.com.au)

## Privacy

**We** are committed to protecting **your** privacy. **we** use the information **you** provide **us** to quote on **your** application for a policy, to provide the insurance, administer the policy and assess and manage any claims. **we** only provide personal information to **our** underwriters and reinsurers (and their representatives) and those **we** appoint to assist **us** with claims under **your** policy.

If **you** do not provide **us** with full information, **we** cannot properly quote for **your** insurance and **we** cannot insure **you**.

**You** can check the personal information **we** hold about **you** at any time. Such application should be directed to McLardy McShane Partners in writing where it will be considered by their internal Privacy Disputes Department.

If **you** provide **us** with personal information about anyone else, we rely on **you** to have their consent if **you** will be providing their information to **us**, and that **you** have told them to whom **we** may provide it, the purposes for which **we** will use it and that they can access it. If the information is sensitive, **we** rely on **you** to have obtained their consent on these matters.

For more information about Aspect Underwriting and McLardy McShane Partners's Privacy Policy, please visit Aspect's website to obtain a copy: [www.aspectuw.com.au](http://www.aspectuw.com.au)

**You** can access certain underwriters at Lloyd's Privacy Notice at: <https://www.lloyds.com/help/privacy>.

## Intermediary Remuneration

**We** may pay remuneration to insurance intermediaries when **we** issue, renew or vary a policy. The type and amount of remuneration varies and may include commission and other payments. **We** may also pay remuneration to other insurance intermediaries for policies that have been referred.

If **you** require more information about remuneration paid to McLardy McShane Partners, Aspect Underwriting or **your** intermediary, **you** should ask the appropriate party.

## Privacy Notice

**You** should understand that any information **you** have provided will be processed by **us** in compliance with General Data Protection Regulation for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to other parties. **You** can obtain a copy of **our** full privacy notice by contacting Aspect Underwriting.

## Code of Practice

This Policy is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

### Renewal Procedure

Before this policy expires **we** will normally offer renewal by sending a renewal invitation advising the amount payable to renew this policy. It is important that **you** check the information shown before renewing each year to satisfy yourself that the details are correct.

### Updating the PDS

Information in the PDS may need to be updated from time to time. **You** can obtain a paper copy of any updated information without charge by calling us on the contact details provided in this policy document. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this policy, we will provide you with a new PDS or a supplementary PDS.

### Contact Details

Aspect Underwriting  
Suite 2, 73a Rupert Street  
Collingwood Vic 3066  
Telephone: 1300 979 458  
Website: [www.aspectuw.com.au](http://www.aspectuw.com.au)  
Email: [info@aspectuw.com.au](mailto:info@aspectuw.com.au)

McLardy McShane Partners  
Level 3, Building 7,  
Botanicca Corporate Park  
570-588 Swan Street, Richmond VIC 3121  
Telephone: (03) 9290 9200  
Email: [info@mclardymcshane.com.au](mailto:info@mclardymcshane.com.au)  
Website: [www.mclardymcshane.com.au](http://www.mclardymcshane.com.au)

**Please contact Aspect Underwriting initially.**

## The Policy Wording

### Important Notices

All cover under this Policy is subject to:

1. The Payment of premium;
2. The terms and conditions contained in this PDS and in the **schedule**;
3. The limits of liability referred to in the Policy.

Subject to the terms, conditions, exclusions and limitations contained in this Policy, this Policy provides cover for disablement caused by **injury** and Benefits are payable in the circumstances set out in the Policy. The particular cover which applies to **you** and which **you** selected when **you** applied for this insurance is referred to in the **schedule** which forms part of this Policy.

If **you** are not entirely satisfied with this Policy **you** may cancel it by returning it to **us** within twenty-one (21) days of the date of receipt. **We** will refund **your** premium and the Policy will be treated as though it never existed.

### Understanding the contract of insurance

This is a Contract of Insurance containing the terms and conditions, benefits and limitations of:

- a) Accidental Death & Total Permanent Disablement; and/or
- b) Income Protection; and/or
- c) Trauma

**Your schedule** will confirm which of these policies **you** have selected for cover.

Terms and conditions specific to each policy are set out in each appropriate section in this policy document. All other terms and conditions in this document shall apply to the whole contract of insurance.

### Right to Cancel

**You** can cancel this contract of insurance after the cooling-off period by giving 30 days' written notice to **us**.

In such event: If **you** decide to cancel this insurance **we** shall return the premium paid for the unused **period of insurance** on a pro rata basis, provided no claim has been paid or is due to be paid and nothing has occurred that is likely to give rise to a claim.

If **you** elect to cancel **your** policy before the expiry date, **we** reserve the right to retain our remuneration earned prior to the cancellation and we will not refund any administration fees charged. **You** will have been notified of any such fees when **you** took out this contract of insurance.

### Premium adjustment

The premium for this contract of insurance may be subject to reassessment by **us**:

- at the end of the **period of insurance**;
- at intervals specified by **us**; or
- upon a change to the risk details.

Further details may be shown in the terms and conditions in each policy and in the **schedule**.

### Law and Jurisdiction

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of the Commonwealth of Australia and subject to the exclusive jurisdiction of the courts of Australia.

## Language of this contract of insurance

Unless otherwise agreed the language of this contract of insurance shall be English.

## Defined words and phrases

Some words and phrases in this document will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold** type.

Some definitions are general to the whole contract of insurance and they are listed and explained below under General Definitions. Other Definitions will be specific to each policy and will be listed and explained in each policy.

## General Definitions

In this contract of insurance:

### “Period of insurance”

The time for which this contract of insurance is in place as shown in the **schedule**.

### “Schedule”

The document issued with, and forming part of, this contract of insurance which names or specifies the Policyholder and confirms the **period of insurance** and **insured persons**. The **schedule** also confirms which policies/extension **you** have selected and the amounts of the benefits/limits of **our** liability.

### “We/Us/Our”

The Underwriters of this contract of insurance, being certain underwriters at Lloyd's.

“**You/Your**” is the Insured Person named in the Schedule. If the Insured is not the Insured Person, then **you/your** in connection with the payment of premium, the General Conditions and receipt of Benefits means the Insured and in connection with the circumstances in

which entitlement to Benefits arise means the Insured Person.

## General Conditions

The conditions listed below shall apply to the whole contract of insurance. Other conditions will apply to each policy and these will be listed in each appropriate policy.

### 1. Sanction Limitation and Exclusion Clause

**we** shall not be deemed to provide cover or 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 **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### 2. Fraud

Any fraud, misstatement or concealment by you in relation to any matter affecting this insurance or in connection with the making of any claim under it will give us the rights provided for in the Insurance Contracts Act including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the Policy.

### 3. Observance

**We** will not be liable to provide any benefits or indemnity under this contract of insurance unless **you** have complied with all of its terms and conditions.

### 4. Interpretation

In this contract of insurance, where consistent with the context, the masculine gender shall include the feminine, the singular shall include the plural and the plural the singular.

### 5. Clerical error

Any clerical error by any of the parties to this insurance shall not invalidate this insurance.

## 6. Several Liability Clause

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## 7. Subrogation

If We make any payments under the Policy to an Insured Person, then, to the extent You or the Insured Person may have a cause of action for loss or damage against any third party in respect of the facts, matters and circumstances which gave

rise to the payments being made under the Policy, then We have a right of subrogation and repayment including any claim for interest by way of an action which may be brought in the name of You and/or the Insured Person against such third party. Both You and the Insured Person must provide reasonable cooperation to Us in pursuing any such right.

If the Insured Person brings a claim for loss or damage in their own name against a third party in respect of the facts, matters and circumstances which gave rise to the payments being made under this Policy, then the Insured Person must include in their claim any payments which may be recoverable from the third party including a claim for interest (recoverable payments) and should the Insured Person recover damages against the third party either by way of settlement or judgment then the Insured Person must repay to Us out of any such damages the recoverable payments which the insured received under this Policy. We will provide reasonable cooperation to the Insured Person and their legal advisers in bringing any such action.

## 8. Cyber Incident Endorsement and Cyber Act Exclusion (Personal Accident & Illness)

Any benefits for Bodily Injury or Illness caused by or arising out of a Cyber Incident are payable subject to the terms, conditions, limitations and exclusions of this policy.

This policy does not provide cover under any circumstances for any **injury or illness** arising directly or indirectly from any Cyber Act.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.



**Cyber Incident** means:

1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by you or any other party.



## Extent of Cover

If, as a result solely and directly of **injury, you** suffer from Temporary Total Disablement or any of the following Insured Events set out in the Table of Benefits, **we** will pay the compensation set out in that Table. However, all Insured Events including disablement must occur within twelve (12) months of the **injury**.

## Insured Events Table

The compensation being a percentage of the Sum insured specified in the **schedule**.

The Insured Events	The Compensation
1. Death	100%
2. a) Total Permanent Disablement – persons 65 years and under b) Paraplegia/Quadriplegia – persons 66 years to 69 years	100%
3. Permanent and incurable paralysis of all limbs	100%
4. Permanent Total loss of sight of one or 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 and incurable insanity	100%
9. Permanent Total loss of hearing of (a) both ears (b) one ear	80% 20%
10. Permanent Total loss of use of four fingers and thumb of either hand	80%
11. Permanent Total loss of the lens of one eye	60%
12. Permanent Total loss of use of Fingers of either hand	50%
13. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	50%
14. Permanent Total loss of use of one thumb of either hand (a) both joints (b) one joint	30% 15%
15. Permanent Total loss of use of fingers of either hand (a) three joints (b) two joints (c) one joint	10% 7.5% 5%
16. 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	15% 5% 3% 1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least 5cm	7.5%

19. Permanent Total Disablement not otherwise provided for under Insured Events 9 to 18 inclusive	Such percentage of the Sum Insured as <b>we</b> shall in <b>our</b> absolute discretion determine and being in <b>our</b> opinion not inconsistent with the compensations provided under Insured Events 9 to 18 inclusive. The maximum amount payable is \$100,000
20. Temporary Total Disablement caused directly and solely by Injury	During such Disablement, the weekly compensation as specified or 100% of <b>your salary</b> as defined, whichever is the lesser.
21. Temporary Partial Disablement caused directly and solely by Injury	40% of the amount payable for Insured Event 20
22. Broken Bone Benefits caused directly and solely by Injury	
(a) Neck or spine (full break)	\$2,000
(b) Neck or spine (burst/compression vertebra(s) fracture)	\$1,500
(c) Hip, pelvis	\$500
(d) Skull, shoulder blade	\$200
(e) Collar bone, upper leg	\$200
(f) Upper arm, kneecap, forearm, elbow	\$150
(g) Lower leg, jaw, wrist, cheek, ankle, hand, foot	\$100
(h) Ribs	\$100
(i) Finger, thumb, toe	\$50
Maximum compensation any one accident	\$2,000
23. Temporary Total Disablement caused directly and solely by <b>illness</b>	NC
24. Temporary Partial Disablement caused directly and solely by <b>illness</b>	NC

NC = Not Covered

## 1. ADDITIONAL BENEFITS

### Exposure

If as a result of an **injury** occurring during the Period of Insurance **you** are exposed to the elements and suffer from any of the Insured Events set out in the Table as a direct result of that exposure, **we** will pay compensations accordingly.

### Disappearance

If **you** disappear following the disappearance, sinking or wrecking during the Period of Insurance of a conveyance in which **you** were then travelling and **your** body has not been found within one (1) year after the date of disappearance, **we** will pay a compensation on the assumption that **you** died as a result of an **injury** at the time of the disappearance, sinking or wrecking of the conveyance.

### Home Tutorial Benefits –

#### Full Time Students

In the event of an **injury**, students are entitled to reimbursement of student tutorial fees provided that:

- such fees are paid to a professionally qualified tutor who continues teaching the student during the period in disability;
- such fees must be certified by a legally qualified medical practitioner.

The compensation payable for student tutorial benefits shall be limited to \$200 per week payable for an aggregate period of 26 weeks.

No Compensation will payable in respect of the first fourteen (14) days of disablement, arising out of any one injury sustained by an Insured Person

### Out of Pocket Expenses

This policy covers reasonable out of pocket expenses incurred as a result of **injury** and are payable upon receipt of original receipt/documents up to a maximum of \$1,000.  
Excess per claim \$50.

### Non-Medicare Medical Expenses

If an Insured Person suffers an **injury** during the Period of Insurance and whilst engaged on authorised activities, we will pay the cost of the following expenses, provided they are incurred within twelve (12) months of the **injury**, being expenses paid to a **medical practitioner**, nurse, hospital or ambulance service for medical, surgical, x-ray, hospital or nursing treatment, including the cost of medical supplies and ambulance hire, but excluding the cost of dental treatment unless such treatment is necessarily incurred to teeth (excluding dentures) and is caused by **injury**, provided that we shall not be liable to make any refund in respect of:

- a. any expenses recoverable by the Insured Person from any other source except for the excess of the amount recoverable from such other source.
- b. the rendering in Australia of a professional service for which Medicare benefit is, or would but for subsection 18(4) of the Health Insurance Act be payable.
- c. any expenses to which section 67 of the National Health Act 1953 (as amended) or any of the regulations made thereunder apply.

Compensation for Non-Medicare Medical expenses shall be limited to 85% of expenses incurred to a maximum of \$3,500 and we will not be liable for the first one hundred (\$100) dollars of each and every claim.

## 2. DEFINITIONS

These defined words phrases have the following meanings throughout and are in addition to those listed in the General Definitions for this contract of insurance as a whole.

**"Deferral period"** is the period stated in the **schedule** during which no Benefits are payable for **Temporary, Total or Partial Disablement**.

**"Salary"** means

1. **Your guaranteed income** for the twelve (12) months following the **injury** or **illness**;
2. If **you** have no **guaranteed income** for the twelve (12) months following the **injury** or **illness**, then the average of **your Income** (as defined) for the preceding twelve (12) months or over such shorter period provided **you** have been continuously employed or engaged in **your** occupation or business for a period of at least three (3) months.
3. If **you** do not meet 1 or 2 above, then **your salary** shall be Nil.

**"Guaranteed income"** means **your income** that **you** can prove or substantiate.

**"Income"** means

1. If **you** are an employee, **your** gross weekly rate of pay exclusive of bonuses, commission, overtime payments and any allowances;
2. If **you** are not an employee, **your** gross weekly Income derived from personal exertion after deducting any expenses necessarily incurred by **you** in deriving that income.

**"Injury"** means bodily injury resulting from an accident which is an external event that occurs fortuitously to the Insured Person during the Period of Insurance and results in any of the Insured Events specified in the Table of Benefits, within twelve (12) calendar months from the date thereof.

**Injury** does not include:

- a. any consequences of an injury which are ordinarily described as being a disease including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
- b. an aggravation of a pre-existing injury;
- c. any other **pre-existing condition**;
- d. any degenerative condition.

**"Loss of use"** means loss of, by physical severance, or total and Permanent loss of the effective use of the part of the body referred to in the Table of Benefits.

**"Period of insurance"** means the period stated in the **schedule**.

**"Permanent"** in relation to disablement means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

**"Training or preparing horses for endorsed activities"** means the handling/preparation/care of the horse before and after a training session as well as handling/preparation/care of the horse before and after a rally or competition. The day-to-day routine care of the horse is not covered.

**"Total disablement"** means disablement which entirely prevents **you** from engaging in **your** usual occupation or employment, or any other occupation or employment for which **you** are suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of **your** life.

**"Pre-existing condition"** means:

1. in respect of **injury**:  
a condition with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the inception of his or her Policy.
2. in respect of **illness**:  
i. a condition or side-effect with which the Insured Person was aware of (whether diagnosed or

not) or has sought treatment prior to the inception of his or her Policy. If any form of cancer is a pre-existing condition, then there is no cover for cancer or cancer-related conditions.

- ii. a condition caused by a pre-existing condition.

Any medical condition that **you** have suffered from or been treated for, irrespective of whether a complete recovery has occurred, is still treated as a pre-existing condition.

**"Arrangement date"** is the date cover was arranged by **us**.

**"Schedule"** includes any current schedule or renewal or variation of this Policy.

**"Illness"** means sickness or disease which is not a **pre-existing condition** and which must continue for a period of not less than seven (7) days from the date **you** first sought treatment for the illness from a **medical practitioner**.

**"Temporary partial disablement"** means disablement which entirely prevents **you** from carrying out a substantial part of the duties normally undertaken by **you** in connection with **your** usual occupation or employment.

**"Temporary total disablement"** means disablement which entirely prevents **you** from engaging in **your** usual occupation or employment.

**"Insurer"** means Certain Underwriters at Lloyd's.

**"Medical practitioner"**

A registered, qualified, practicing member of the medical profession, who is not related to the **insured person** or to **you** (if appropriate).

**Routine care** means worming, ad hoc hoof care, ad hoc grooming, feeding, rugging and moving horses from paddock to paddock.

### 3. GENERAL EXCLUSIONS

No compensation is payable under this Policy for any Insured Event resulting from **injury or illness**:

1. which is deliberately self-inflicted or caused by **you**, including suicide or attempted suicide whether sane, insane or under any mental distress;
2. which occurs as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority;
3. which results from **you** engaging in air travel except as a passenger in any properly licensed aircraft;
4. which results from **you** engaging in or taking part in naval, military or air force service or operations;
5. which results from **you** engaging in or taking part in or training for **professional sports** of any kind, including Members who are professional horse riders.;
6. which is attributable wholly or partly to childbirth or pregnancy or the complications of these;
7. which occurs as a result of the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
8. which is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
9. which results from a criminal or illegal act committed by **you**;
10. which results from **you** being under the influence of alcohol or an illegal drug



- or there is more alcohol or drugs in **your** blood than the law permits;
11. which results from **you** directly or indirectly suffering from stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder;
  12. which results from any **pre-existing condition**
  13. where **you** receive sick leave payments;
  14. which results from any code of football
  15. which results from losses arising from nuclear, chemical or biological terrorism.  
 Terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:
    - a) influence a government or any political division within it for any purpose, and/or
    - b) influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose;
  16. which results from racing and/or time trials of any form, other than on foot.
  17. Resulting from **injury** which occurs in relation to professional competitive riding
  18. Where cover is available for an Insured Person under Workers' Compensation or Statute Law
  19. **Illness**
  20. Excluded activities/disciplines; Hunting; polocrosse; bush racing; rodeo activities; harness racing; endurance racing; racing of any type; polo; parelli natural horsemanship; camp drafting; and competing in events involving jumping, where the jumping height exceeds that of their assessed level.

21. An event that first occurs where an **insured person** travels to a country or parts of a country after the date the Australian Government (DFAT) has listed the area as 'Level 3: Reconsider your need to travel' or 'Level 4: Do not travel' travel warning has been issued, or an evacuation has been coordinated.

#### 4. GENERAL CONDITIONS AND LIMITATIONS

1. Compensation shall not be payable for more than one of the Insured Events 1-19 in respect of the same Injury, in which case the highest compensations will be payable;
2. Any compensation payable for Insured Events 1-19 shall be reduced by any sum already paid for Insured Events 20 and 21 in respect of the same Injury;
3. Weekly compensation for Temporary Total Disablement shall be limited to the Sum Insured stated in the Schedule or 85% of **your** Salary, whichever is the lesser. If **you** receive benefits from any other source **our** payments will be reduced by those benefits and **we** will pay the difference up to 85% of **your salary**. If **you** redeem or commute or settle **your** entitlement to benefits/Income from any other source, **our** payments under this Policy will immediately cease.
4. **We** will pay one-seventh (1/7th) of the Weekly compensation for each day of disablement where disablement lasts for less than a week. However, no compensations are payable for Temporary Total Disablement resulting from **illness** unless you have been disabled for not less than seven (7) consecutive days.
5. The weekly compensation payable for Temporary Total Disablement shall be reduced by the amount of any Workers' Compensation entitlement or

any other payment which **you** are entitled to receive from any insurance policy.

6. No Weekly compensation shall be payable for disablement during the **deferral period**.
  7. No further compensation will be payable under this Policy and all cover under this Policy will cease if **you**:
    - a. Become entitled to the payment of a Sum Insured being 100% of the Sum Insured stated in the Schedule
    - b. Become entitled to the payment of Weekly compensation for the maximum period stated in the Schedule. The maximum period is one hundred and four (104) weeks from the date **you** first become entitled to the payment of weekly compensation and ceases at the expiration of the maximum period or when you reach the Age Limit stated in the Schedule, whichever occurs first.
    - c. Become entitled to both a Sum Insured as stated in the Schedule and Weekly compensations and **you** are paid 100% of the Sum Insured stated in the Schedule and Weekly compensations for the total period stated in the Schedule.
  8. No compensations are payable unless as soon as possible after the happening of any **injury you** obtain and follow medical advice from a **medical practitioner**. **Your** benefit commences from the time **you** first sought medical attention following **your injury**.
  9. **You** must give **us** immediate written notice if **you** take out any other insurance with any Insurer providing for weekly compensations of a similar kind which, together with this insurance, will exceed **your earnings**.
  10. Written notice of claim must be given to **us** within thirty (30) days after the occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible.
  11. Upon receipt of a notice of claim, **we** shall submit **our** usual claim form for completion. **We** shall not be liable to make any payment under this Policy unless the claim form is properly completed and all information reasonably required by **us** has been furnished at **your** expense.
  12. The benefits of this policy depend on **you** or any person covered by this policy giving **us** any reasonable information and help **we** require. This includes giving **us** written statements or documents **we** consider relevant. **We** may also require **you** or any person covered by this policy to attend Court to give evidence. **You** must help **us** even when **we** have paid **your** claim. If **you** do not co-operate **your** payments may be suspended.
  13. **We** may at **our** own expense conduct any medical examination or examinations or arrange for an autopsy to be carried out. **We** may also at any time during **your** claim ask for further information or appoint a person to conduct further enquiries into the nature and circumstances of the claim.
  14. **We** may request a progressive claim form be completed by **your** attending physician or specialist.
  15. No action at law shall be brought to recover on this Policy prior to the expiration of sixty (60) days after **our** reasonable requirements in connection with a claim have been met. No such action shall be brought after the expiration of three (3) years after the date of the **injury** (as the case may be) giving rise to the claim.
- No action at law or equity shall be brought or maintainable unless and until the parties have first participated in a formal mediation process before a mediator appointed by agreement or failing that by the president of the law

society of that state the claimant ordinarily resides. The costs of any mediator shall be borne equally by the parties.

16. This Policy may be cancelled by **you** at any time by giving **us** written notice, in which case **we** shall retain a proportion of the premium calculated at **our** usual short-term rates for the time the Policy has been in force. **We** may cancel this Policy in accordance with the provisions of the Insurance Contracts Act. Upon cancellation by **us**, **we** shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.
17. All cover under this Policy shall cease upon **your** attaining the age of seventy (70) unless otherwise indicated on the Schedule.
18. All Weekly compensations shall be paid monthly in arrears.
19. All compensations shall be paid to You, or in the case of Your death, to Your legal personal representative.
20. If a sum is shown in the Schedule as being the Aggregate Limit of Liability, **we** shall not be liable to pay compensations under this Policy totaling in all more than the Aggregate Limit of Liability Sum Insured for all claims arising under this Policy during the Period of Insurance shown in the Schedule, including any current Schedule.
21. Any claim or benefit paid under this policy will be paid in the same currency as premium quoted.
22. **Automatic Additions and Deletions** - This Policy shall provide automatic coverage for all persons immediately when they become members of the Insured; such coverage shall cease immediately such person ceases to be members of the Insured.

The Insured shall maintain accurate

records noting the addition and deletion of an employee, and shall provide such records to **us** at Policy renewal date each year, at which time we shall charge the appropriate adjustment premium.

23. **New Members** - Cover includes automatic coverage for new members upon payment of fees to Club Secretary/Treasurer or Clubs joining during the period of insurance.
24. **Helmet Condition** - a helmet must be worn whilst mounted on a horse for a claim to be ratified.
25. In the event that an **insured person** receives a benefit from another insurance policy arising out of an insured event for which a Benefit is payable under this Policy, **we** will pay a Benefit which is the amount, if any, of the difference between the Benefit payable under this Policy and the amount received from the other insurance policy.



## 5. CLAIMS NOTIFICATION

Before **you** notify a claim or an event which could lead to a claim please:

- a) Check **your schedule** to ensure **you** have purchased the appropriate Policy and
- b) Check the cover and exclusions to ensure that **you** are entitled to claim.

Please also:

- make sure that **you** follow any instructions or advice given to **you** and
- complete and return any relevant claim that is provided and
- send any other documentary evidence in support of the claim that **we** require.

### 1. Notice of claim:

Notice must be given to **us** as soon as reasonably practicable of any **injury** which causes or may cause a claim within the meaning of this policy, and the **insured person** must as early as possible seek the attention of a **medical practitioner**. Notice must be given to us as soon as reasonably practicable in the event of the death of the **insured person** resulting or alleged to result from an **injury**.

### 2. Claims Procedure:

- a) Written notice must be given to:  
Aspect Underwriting Claims Centre  
 GPO Box 14  
 Brisbane, QLD 4001  
 Telephone: +61 7 3005 1981  
 Email: [ahclaims@gbtpa.com.au](mailto:ahclaims@gbtpa.com.au)

or such other address as **we** may advise **you** in writing.

- b) All certificates and evidence (subject to clause c) below) required by **us** shall be furnished as required at the **insured person's** expense as often as is reasonably required. For all claims relating to stress/depression, the **insured person** will be required to provide such certificates and evidence from a legally qualified Psychiatrist / Psychologist for that condition.

- c) In order to assess a claim an insured person shall submit to a medical examination:

- i. If outside Australia – the **insured person's** may be required to return to Australia at their expense. Once having returned to Australia, the medical examination will be at **our** expense as often as is required.
- ii. If in Australia - at **our** expense as often as is required
- iii. If an **insured person** fails to attend a medical examination;
  - the cost of the examination as charged by the examiner will be deducted from any benefit payment;
  - the Benefit payments will cease until such time as the **insured person** submit to the examination and they are certified as meeting the definition of Disablement.

### 3. Proof of Claim

Proof of Claim must be furnished to **us** within ninety (90) days after the date of the **injury/illness**. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to do so, provided that the proof is furnished as soon as is reasonably possible and in no event except in the absence of legal capacity, later than 24 calendar months from the time it would normally be required.

### 4. Report of Claim

**We** will, upon receipt of a notice of claim, furnish such forms as are usually required by **us** for filing Proof of Claim.

## Contact Us

Aspect Underwriting  
Suite 2, 73a Rupert Street  
Collingwood Vic 3066  
Telephone: 1300 979 458  
Website: [www.aspectuw.com.au](http://www.aspectuw.com.au)  
Email: [mike@aspectuw.com.au](mailto:mike@aspectuw.com.au)

McLardy McShane Partners Pty Ltd  
Level 3, Building 7,  
Botanicca Corporate Park  
570-588 Swan Street, Richmond VIC 3121  
Telephone: (03) 9290 9200  
Website: [www.mclardymcshane.com.au](http://www.mclardymcshane.com.au)  
Email: [info@mclardymcshane.com.au](mailto:info@mclardymcshane.com.au)

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