

# Menulog Group Personal Accident Insurance

Group Policy Wording

CHUBB®

**Contents**

---

About this Menulog Group Personal Accident Policy Wording.....3  
General Definitions Applicable to the Group Policy .....9  
Personal Accident Coverage..... 144  
Additional Cover under the Group Policy .....20  
General Conditions Applicable to the Group Policy .....233  
General Exclusions Applicable to the Group Policy..... 255  
General Provisions Applicable to the Group Policy .....266  
About Chubb in Australia .....299  
Contact Us.....299

# Menulog Group Personal Accident Insurance

## Group Policy Wording

### About this Menulog Group Personal Accident Policy Wording

#### General Advice

Any general advice that may be contained within this Group Policy or accompanying material does not take into account the Covered Person's individual objectives, financial situation or needs. Such matters should be considered in determining the appropriateness of this product. Consideration also needs to be given to whether the limits, type and level of cover are appropriate for Your needs.

#### Preparation Date

This Group Policy was prepared 23<sup>rd</sup> November 2023

This Group Policy reference number is: Menulog 23GPAMenulog

#### About the Insurer

Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) (Chubb) is the insurer/issuer of this product. Our contact details are:

Head Office:  
Grosvenor Place  
Level 38, 225 George Street  
Sydney NSW 2000  
Postal address: GPO Box 4907  
Sydney NSW 2001  
O 1800 815 675  
F +61 2 9335 3467  
E [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)

## General Insurance Code of Practice

---

We are a signatory to the General Insurance Code of Practice (**Code**). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and Your rights under it is available at [codeofpractice.com.au](http://codeofpractice.com.au) and on request. As a signatory to the Code, We are bound to comply with its terms. As part of Our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10).

## Our agreement with the Policyholder (the Group Policy)

---

Where We have agreed to enter into the Group Policy with the Policyholder We do so on the terms and conditions and exclusions contained in this Group Policy, the Group Policy Schedule We issue to the Policyholder confirming entry into the Group Policy and any other document that We issue to the Policyholder that We advise will form part of the Group Policy (e.g. an Endorsement).

The Group Policy Schedule contains important information relevant to the insurance, including:

- the Period of Insurance;
- who the Covered Persons entitled to access cover are;
- the applicable benefits and limits; and
- variations to this Group Policy and other Group Policy terms, conditions and exclusions (if any).

We may also issue other documents (e.g. Endorsements) from time to time which may amend the Group Policy Schedule and other Group Policy terms, conditions and exclusions.

All of the above make up the “Group Policy” the Policyholder has with Us. They are all important documents and must be read together carefully and be kept in a safe place for future reference.

## Group Insurance Group Policy

---

The Policyholder must ensure that a copy of this Group Policy is made available on request to each Covered Person.

## Cooling Off

---

The Policyholder has twenty-one (21) days after entry into the Group Policy (including renewals) to decide whether to return it. If the request is made to Us in writing within those twenty-one (21) days, We will cancel the Group Policy, provided neither the Group Policyholder nor any Covered Person has exercised a right or power under the terms of the Group Policy in that period (e.g. a claim has been made or benefit paid). We will provide a full refund of Premium, less charges or taxes which We are unable to recover.

## Renewal Procedure

---

Before the Group Policy expires, We will advise the Policyholder whether We intend to offer renewal and if so on what terms. It is important to check the terms of any renewal before renewing to ensure that the details are correct.

## Privacy Statement

---

In this Statement “We”, “Our” and “Us” means Chubb Insurance Australia Limited (**Chubb**).

“You” and “Your” refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to [Our website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

### *Why We collect Your Personal Information*

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

### *How We obtain Your Personal Information*

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

### *When do We disclose Your Personal Information?*

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e., group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

### *Your decision to provide Your Personal Information*

In dealing with Us, You agree to Us using and disclosing Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

### *Access to and correction of Your Personal Information*

Please contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com) if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return to:

Email: [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)

Fax: + 61 2 9335 3467

Address: GPO Box 4907 Sydney NSW 2001

### *How to Make a Complaint*

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our [Privacy Policy](#) for more details, or contact:

Privacy Officer  
Chubb Insurance Australia Limited  
GPO Box 4907 Sydney NSW 2001  
+61 2 9335 3200  
[Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com).

### Complaints and Dispute Resolution Process

---

We understand that You could be dissatisfied with Our organisation, Our products and services, or the complaints handling process itself. We take all Our customer's concerns seriously and have detailed below the complaints process that You can access.

### **Complaints and Customer Resolution Service**

#### *Contact Details*

If You are dissatisfied with any aspect of Your relationship with Chubb including Our products or services and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
P +61 2 9335 3200  
F +61 2 9335 3411  
E [complaints.AU@chubb.com](mailto:complaints.AU@chubb.com)

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

#### *Process*

Please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your complaint.

#### *Our response*

We will acknowledge receipt of Your complaint within one (1) business day of receiving it from You, or as soon as practicable. Following acknowledgement, within two (2) business days We will provide You with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with You regarding Your complaint.

We will investigate Your complaint and keep You informed of the progress of Our investigation at least every ten (10) business days and will make a decision in relation to Your complaint in writing within thirty (30) calendar days. If We are unable to make this decision within this timeframe, We will provide You with a reason for the delay and advise of Your right to take Your complaint to the Australian Financial Complaints Authority (**AFCA**) as detailed below, subject to its Rules. If Your complaint falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

To the extent allowable at law, if You request copies of the information We relied on to make a decision about Your complaint, We must provide it within ten (10) business days of Your request. Please see the General Insurance Code of Practice 2020 ([codeofpractice.com.au](http://codeofpractice.com.au)) or contact Us for further details.

Please note that if We have resolved Your complaint to Your satisfaction by the end of the fifth (5th) business day after We have received it, and You have not requested that We provide You a response in writing, We are

not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

### External Dispute Resolution

If You are dissatisfied with Our complaint determination, or We are unable to resolve Your complaint to Your satisfaction within thirty (30) days, You may refer Your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (**ASIC**). We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001  
P 1800 931 678 (free call)  
F +61 3 9613 6399  
E [info@afca.org.au](mailto:info@afca.org.au)  
W [www.afca.org.au](http://www.afca.org.au)

Time limits may apply to complain to AFCA and so You should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to Your circumstances expires.

### Financial Claims Scheme

---

We are an insurance company authorised under the *Insurance Act 1973* (Cth) (**Insurance Act**) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (**APRA**) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the *Corporations Act 2001* (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to [www.fcs.gov.au](http://www.fcs.gov.au) for more information.

### Duty of Disclosure

---

#### *Your Duty of Disclosure*

Before You enter into an insurance contract, 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.

#### *What You do not need to tell Us*

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, 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.

If you are a natural person, a different duty of disclosure to the one set out above applies to you. Please contact us so that you can be informed of the duty of disclosure that applies to you.



## General Definitions Applicable to the Group Policy

---

For the purpose of the Group Policy, the following definitions apply:

**Accident** means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the Covered Person. The word Accidental shall be construed accordingly.

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

**Benefit Period** means the maximum period of time for which a benefit is payable under Event 20 as shown in the Group Policy Schedule.

**Bodily Injury:**

- (a) means a bodily injury resulting from an Accident and which is substantially independent of any illness or any other cause, where the bodily injury and Accident both occur during the Period of Insurance and whilst the person is a Covered Person. Bodily Injury includes illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury.
- (b) does not mean any Pre-Existing Medical Condition or any Sickness.

**Bodily Injury Aids** means equipment such as crutches, bandages, traction equipment, walker boots, heat packs etc. that a Covered Person requires as a result of, and purchases following, a Bodily Injury covered by the Policy and which would not result in Our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Health Insurance Business) Rules as updated from time to time, or National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts.

**Civil War** means any of the following, whether declared or not: armed opposition, insurrection, revolution, armed rebellion, sedition or usurped power, involving two or more parties belonging to the same country where the opposing parties are of different ethnic religious or idealistic groups.

**Claimant** means the Policyholder, a Covered Person or any other person entitled to claim under the Group Policy.

**Close Relative** means parent, Spouse/Partner, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

**Complex Fracture** means a bone fracture in which the bone, in the opinion of a Doctor, requires surgery to repair.

**Covered Person** means a Courier or Delegate who fulfils the criteria set out under the Covered Person(s)/Categories in the Group Policy Schedule and the Eligibility for Cover section below and with respect to whom Premium has been paid or agreed to be paid by the Policyholder. They are a person that is legally entitled to claim under the Group Policy by reason of the operation of Section 48 of the Insurance Contracts Act and on no other basis. A Covered Person is not a contracting insured under the Group Policy with Us. Our agreement is entered into with the Policyholder.

**Courier** means an individual contractor providing Delivery Services for the Policyholder who:

- (a) meets the eligibility for cover criteria set out in this Group Policy.
- (b) is registered with the Policyholder to provide their Delivery Services

**Delegate** means an individual who is authorised by a Courier, as that Courier's substitute, to provide Delivery Services for the Policyholder on that Courier's behalf under the terms of that Courier's "courier agreement" with the Policyholder and who:

- (a) fulfils the Policyholder's Delegate guidelines; and
- (b) meets the eligibility for cover criteria set out in this Group Policy.

**Delivery Services** means the collection of food and goods by Couriers or their Delegates from restaurants or other food businesses for delivery to third parties.

**Dentist** means a Covered Person's attending dentist or surgeon who is registered or licensed to practice dentistry under Australian law, other than:

- (a) the Policyholder; or
- (b) the Covered Person; or
- (c) a Close Relative of the Covered Person; or
- (d) an Employee of the Policyholder; or
- (e) a Courier.

**Dependent Child(ren)** means a Covered Person's and their Spouse/ Partner's dependent child(ren) (including step or legally adopted child(ren)) as long as they are under nineteen (19) years of age or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon the Covered Person for maintenance and support. Dependent Children also means a Covered Person's children of any age who are permanently living with the Covered Person and are mentally or physically incapable of self-support.

**Doctor** means a Covered Person's attending doctor or specialist who is registered or licensed to practice medicine under Australian law, other than:

- (a) the Policyholder; or
- (b) the Covered Person; or
- (c) a Close Relative of the Covered Person; or
- (d) an Employee of the Policyholder; or
- (e) a Courier.

**Employee:**

- (a) means any person in the Policyholder's service including directors (executive and non-executive), board members, consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the Policyholder's behalf;
- (b) does not mean a Covered Person.

**Endorsement** means a written alteration to the terms of the Group Policy.

**Event(s)** means the Event(s) described in the relevant Table of Events set out in this Group Policy.

**Excess Period** means the period of time following the date of the Bodily Injury giving rise to a claim for Event 20, during which no benefits are payable. The period of time for the Excess Period is as specified in the Group Policy Schedule.

**Fingers, Thumbs or Toes** mean the digits of a Hand or Foot.

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

**Group Policy** means this Group Policy wording, the current Group Policy Schedule and any other documents We may issue to the Group Policyholder that We advise will form part of the Group Policy (e.g. Endorsements).

**Group Policy Schedule** means the schedule listing the benefits and limits which is issued by Us to the Policyholder.

**Hairline Fracture** means mere cracks in the bone.

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

**Income** means the average weekly gross fees and tips remitted by the Policyholder, for the supply of Delivery Services, to the Covered Person through the Menulog App during the three (3) month period

immediately preceding the date of Temporary Total Disablement or over such shorter period as they have been a Covered Person. If the Covered Person has not been contracted to the Policyholder for at least one (1) month We will deem their earnings to be eighty percent (80%) of the average earnings across all Covered Persons in the three (3) month period immediately preceding the date of Temporary Total Disablement.

**Insurance Contracts Act** means the *Insurance Contracts Act 1984* (Cth) as amended from time to time.

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

**Legal Personal Representative** means the executor of the last will or administrator of the estate of the Covered Person, the trustee of the estate of a person under a legal disability, the legal guardian of a minor, or a person who holds an enduring power of attorney granted by a person.

**Loss** means in connection with:

- (a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
  - (b) an eye, total and Permanent loss of all sight in the eye;
  - (c) hearing, total and Permanent loss of hearing;
  - (d) speech, total and Permanent loss of the ability to speak;
- and which in each case is caused by Bodily Injury.

**Menulog App** means an application and/or software licensed by the Policyholder or its affiliate(s) and installed on mobile devices for the purpose of connecting a Covered Person with individuals who request Delivery Services.

**Non-union** means a bone fracture which has no possibility of naturally healing without further medical intervention as determined by a Doctor or osteopath.

**Paraplegia** means the Permanent loss of use of both legs and the Permanent loss of use of the whole of or part of the lower half of the body.

**Period of Insurance** means the period shown on the current Group Policy Schedule or such shorter time if the Group Policy is terminated and for which cover applies under the Group Policy.

**Permanent** means having lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, being beyond hope of improvement in the opinion of a Doctor.

**Permanent Partial Disablement** means where in the opinion of a Doctor the:

- (a) Covered Person has suffered a Bodily Injury resulting in the Covered Person being able to perform some but not all of their ordinary work functions or being able to perform their work functions in a partial but not full capacity for which they are reasonably qualified by reason of education, training or experience; and
- (b) disability has lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period is beyond hope of improvement.

**Permanent Total Disablement** means where in the opinion of a Doctor the:

- (a) Covered Person has suffered a Bodily Injury causing the Covered Person to be entirely incapable and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience; and
- (b) Covered Persons' disability is Permanent.

**Policyholder** means Menulog Pty Ltd ABN 76 120 943 615. This is with whom We enter into the Group Policy. They are the contracting insured.

**Pre-Existing Medical Condition** means

- (a) any physical defect, condition, illness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a Doctor, Dentist, physiotherapist, chiropractor, osteopath or any other allied health professional in the twelve (12) months immediately prior to becoming a Covered Person under the Group Policy; or

(b) a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware of in the three (3) months immediately prior to becoming a Covered Person under the Group Policy.

**Premium** means the premium as shown in the Group Policy Schedule that is payable in respect of the Group Policy by the Policyholder and as adjusted in accordance with terms agreed between Chubb and the Policyholder.

**Quadriplegia** means the Permanent loss of use of both arms and both legs.

**Renewal Period** means the period of insurance applicable to the Renewal Group Policy.

**Renewal Group Policy** means the group personal accident insurance policy underwritten by Us and issued to the Policyholder which takes effect immediately at the end of the Period of Insurance.

**Resident of Australia** means a person who:

- a) is an Australian or New Zealand citizen; or
- b) holds a current visa as issued by the Australian Department of Home Affairs permitting the Covered Person to work in Australia,

and who:

- i) has a right to entry into Australia in accordance with their citizenship, residency or visa;
- ii) has the right to work in Australia;
- iii) has a permanent residential address in Australia; and
- iv) resided in Australia at the time of the event giving rise to the claim.

**Permanent Serious Mental Illness** means a mental, behavioural, or emotional disorder, which in the opinion of a Doctor, has resulted in serious functional impairment, which substantially interferes with or limits one or more major life activities of the Covered Person.

**Sickness** means any illness or disease of the Covered Person

**Simple Fracture** means a bone fracture in which the bone, in the opinion of a Doctor, does not require surgery to repair.

**Spouse/Partner** means:

- a. the Covered Person's husband or wife, or
- b. a person (whether of the same sex or a different sex) with whom a Covered Person had an existing relationship with:
  - i. and continuously cohabited as a couple living together for a period of six (6) months or more at the time of the Bodily Injury or Event; or
  - ii. at the time of the Bodily Injury or Event for a continuous period of at least two (2) years; or
  - iii. at the time of the Bodily Injury or Event for a lesser period of two (2) years, but where such relationship resulted in there being a Dependent Child

**Temporary Total Disablement** means where in the opinion of a Doctor or Dentist, the Covered Person is temporarily unable to engage in any aspect of their usual duties as a Covered Person.

**Tooth/Teeth** means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.

**War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**We/Our/Us/Chubb** means Chubb Insurance Australia Limited (ABN 23 001 642 020) who is the insurer/issuer of the Group Policy.

**Other documents issued by Us that form the Group Policy may also contain general or specific definitions.**

## Personal Accident Coverage

---

### Eligibility for Cover

---

A Covered Person at the time of Event must:

- (a) be a Resident of Australia;
- (b) be aged between eighteen (18) and ninety (90) years of age;  
and
- (c) be a Courier or Delegate and be logged into the Menulog App.

### Scope of Cover

---

Cover applies for Covered Persons in the event of a Bodily Injury sustained during the Period of Insurance.

In respect of each individual Covered Person, cover under this Policy commences when the Covered Person logs into the Menulog App and accepts a request for Delivery Services, and ceases at the earliest of:

- a) fifteen (15) minutes following the Covered Person completing a Delivery Service or the cancellation of a request for a Delivery Service; or
- b) the Covered Persons undertaking any activity for remuneration or reward unrelated to Menulog; or
- c) the Covered Person accepting a transportation or delivery service through another entity which is not the Policyholder (where the Covered Person has not also accepted a Delivery Service).

For the avoidance of doubt, there is no cover provided under this Policy for any individual Covered Person during the period commencing from the expiry of fifteen (15) minutes following the Covered Person completing a particular Delivery Service or the cancellation of a particular request for a Delivery Service, and the acceptance of the next request for a Delivery Service.

### Extent of Cover

---

Subject to the other terms, conditions and exclusions of the Group Policy, including the Eligibility for Cover and Scope of Cover above, the following cover is provided:

#### *Bodily Injury*

If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person suffers from a Bodily Injury which results directly in the occurrence of one or more of the Events listed in the Table of Events below under Parts A, B, C and/or D, We will pay the Covered Person the corresponding benefit shown in the Table of Events, provided:

- (a) the Event occurs within twelve (12) months of the date of the Bodily Injury; and
- (b) with respect to Event 20, the Event occurs during the Period of Insurance or any Renewal Period, and
- (c) an amount is shown in the Group Policy Schedule for the Event(s).

For example, if a Covered Person met the criteria for cover under Event 10, and the Schedule showed there is a lump sum benefit for Part A – Lump Sum Benefits of \$100,000, the benefit payable would be \$80,000 (being 80% of \$100,000).

## Table of Events

### Part A – Lump Sum Benefits

Cover for an Event under this Part applies only if an amount for that Event is shown in the Group Policy Schedule against Part A - Lump Sum Benefits

Events Note: the following Event(s) must occur within twelve (12) months from the date of the Bodily Injury.	Benefits (per Covered Person) The percentage of the amount shown in the Group Policy Schedule against Part A - Lump Sum Benefits (per Covered Person).
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight in both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of use of one (1) or more Limbs	100%
7. Permanent Serious Mental Illness	100%
8. Permanent Loss of:	
(a) hearing in both ears	100%
(b) the lens in both eyes	100%
9. Permanent Loss of:	
(a) hearing in one (1) ear	30%
(b) the lens in one (1) eye	60%
10. Permanent Loss of use of four (4) Fingers and Thumb of either Hand	80%
11. Burns:	
(a) third degree burns and/or resultant disfigurement which covers more than 20% of the entire external body	50%
(b) second degree burns and/or resultant disfigurement which covers more than 20% of the entire external body	25%
12. Permanent Loss of use of four (4) Fingers of either Hand	50%
13. Permanent Loss of use of one (1) Thumb of either Hand:	
(a) both joints	40%
(b) one (1) joint	20%

14. Permanent Loss of use of Fingers of either Hand:	
(a) three (3) joints	15%
(b) two (2) joints	10%
(c) one (1) joint	5%
15. Permanent Loss of use of Toes of either Foot:	
(a) all - one (1) Foot	15%
(b) great - both joints	5%
(c) great - one (1) joint	3%
(d) other than great - each Toe	1%
16. Fractured leg or patella with established Non-union	10%
17. Shortening of leg by at least 5 cm	7.5%
18. Loss of at least fifty percent (50%) of all sound and natural Teeth, including capped or crowned Teeth, but excluding first Teeth and dentures	1%
19. Permanent Partial Disablement	Such percentage of the amount shown in the Schedule against Part A – Lump Sum Benefits, which corresponds to the percentage reduction in whole bodily function as certified by a Doctor (subject to General Condition 5 on page 23).  The maximum amount We will pay is 75% of the amount shown in the Schedule against Part A – Lump Sum Benefits.

## Part B – Weekly Benefits – Bodily Injury

Events	Benefits
<p>Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury and prior to the expiry or cancellation of the Group Policy or Renewal Group Policy (if applicable).</p>	
20. Temporary Total Disablement	<p>From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, We will pay up to the weekly benefit amount shown in the Schedule against Part B - Weekly Benefits - Bodily Injury.</p> <p>Provided that:</p> <p>(a) weekly benefits are not payable during the Excess Period;</p> <p>(b) the maximum period for payment of weekly benefits is limited to the Benefit Period shown in the Group Policy Schedule;</p>



(c) after the Excess Period, the amount of each weekly benefit payment shall be limited to the amount derived by multiplying the percentage as shown in the Schedule against Part B – Weekly Benefits – Bodily Injury against the Income of the Covered Person up to the maximum weekly benefit amount shown in the Group Policy Schedule.

---

For example, if a Covered Person sustained a Bodily Injury on 1 January and met the criteria for cover under Event 20 – Temporary Total Disablement, and later recovered from their injuries such that they could resume their usual duties as a Courier/Delegate on 01 April the same year, and:

- (i) the Excess Period as specified in the Schedule is 7 days;
- (ii) the Benefit Period as specified in the Schedule is 52 weeks;
- (iii) the percentage as shown in the Schedule is 85%;
- (iv) the Income of the Covered Person is \$280 per week,

then We will pay weekly benefits for the 83 day period commencing on 08 January and expiring on 01 April, at the rate of \$238 per week (85% of \$280), which would result in total payments amounting to \$2,822.

**Part C - Fractured Bones – Lump Sum Benefits**  
**Cover for an Event under this Part applies only if an amount is shown in the Group Policy Schedule against Part C – Fractured Bones – Lump Sum Benefits.**

Events	Benefits
Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury and whilst the Group Policy or Renewal Group Policy is in force.	The percentage of the amount shown in the Schedule against Part C - Fractured Bones - Lump Sum Benefits (per Covered Person).
21. Neck, skull or spine:	
a) Complex Fracture	(a) 100%
b) Simple Fracture	(b) 50%
22. Hip (Complex Fracture or Simple Fracture)	80%
23. Jaw, pelvis or leg Limb:	
a) Complex Fracture	(a) 55%
b) Simple Fracture	(b) 25%
24. Cheekbone or shoulder:	
a) Complex Fracture	(a) 55%
b) Simple Fracture	(b) 35%
25. Arm, elbow, ribs or wrist:	
a) Complex Fracture	(a) 30%
b) Simple Fracture	(b) 15%
26. Nose or collarbone (Complex Fracture or Simple Fracture)	25%
27. Finger, Thumb, Foot, Hand or Toe (Complex Fracture or Simple Fracture)	7.5%

The maximum benefit payable for any one (1) Bodily Injury resulting in fractured bones shall be the amount shown on the Group Policy Schedule against Part C - Fractured Bones - Lump Sum Benefits.

In the case of an established Non-union of any of the above fractures, notwithstanding the maximum benefit payable amount, We will pay an additional benefit of 5% of the amount shown in the Group Policy Schedule against Part C - Fractured Bones - Lump Sum Benefits.

## Part D - Loss of Teeth or Dental Procedures - Lump Sum Benefits

Cover for an Event under this Part applies only if an amount is shown in the Group Policy Schedule against Part D – Loss of Teeth or Dental Procedures - Lump Sum Benefits

Events Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	Benefits The percentage of the amount shown in the Group Policy Schedule against Part D – Loss of Teeth or Dental Procedures – Lump Sum Benefits (Per Covered Person).
28. Loss of Teeth or full capping of Teeth	100%
29. Partial capping of Teeth	50%

The maximum benefit payable for any one (1) Bodily Injury resulting in loss of Teeth or dental procedures shall be the amount shown in the Group Schedule against Part D - Loss of Teeth or Dental Procedures - Lump Sum Benefits.

The maximum benefit payable per Tooth shall be limited to the amount shown in the Group Schedule.

## Additional Cover under the Group Policy

---

Subject to the Eligibility for Cover and Scope of Cover on page 14, the following Additional Benefits are also available:

### 1. Exposure

If during the Period of Insurance and whilst the person is a Covered Person, and within the Scope of Cover the Covered Person is exposed to the elements as a result of an Accident and within twelve (12) months of the Accident the Covered Person suffers from any of the Events outlined in the Table of Events (1-19) as a direct result of that exposure, the Covered Person will be deemed for the purpose of the Group Policy to have suffered a Bodily Injury on the date of the Accident.

### 2. Disappearance

If during the Period of Insurance and whilst the person is a Covered Person, and within the Scope of Cover, the Covered Person disappears in any manner whatsoever and the Covered Person's body has not been found within twelve (12) months after the date of that disappearance, the Covered Person will be deemed to have died as a result of a Bodily Injury at the time of their disappearance.

Where the Accidental Death benefit in the Table of Events (Event 1) is payable because of a disappearance, We will only pay that benefit after the Policyholder or the legal representatives of the Covered Person's estate has given Us a signed declaration (in the form required by Us) that the benefit will be repaid to Us if, after Our payment, it is found that to the prior knowledge of the Policyholder or legal representative the Covered Person did not die as a result of a Bodily Injury.

### 3. Return to Work Assistance

If during the Period of Insurance and whilst the person is a Covered Person, and within the Scope of Cover, the Covered Person suffers a Bodily Injury which results in benefits being payable under Event 20, We may elect to assist the Covered Person in arranging for professional assistance to improve their physical and/or emotional condition in order to return to their duties as a Covered Person. The maximum benefit payable per Covered Person for any (1) Event is as per the amount shown in the Group Policy Schedule against Return to Work Assistance.

### 4. Corporate Image Protection

If during the Period of Insurance and whilst the person is a Covered Person, and within the Scope of Cover, the Covered Person suffers a Bodily Injury, and in Our opinion this is likely to result in a valid claim under the Group Policy with respect to Part A - Lump Sum Benefits for either:

- a) Event 1 - Accidental Death; or
- b) Event 2 - Permanent Total Disablement,

We will reimburse the Policyholder up to the amount shown in the Group Policy Schedule against Corporate Image Protection for costs (other than the Policyholder's own internal costs) incurred for:

- the engagement of image and/or public relations consultants; and/or
- the release of information through the media.

Costs must be incurred directly in connection with such a Bodily Injury, to protect and/or positively promote the Policyholder's business and image and are subject to the Policyholder giving Us a signed declaration (in the form required by Us) that any amount paid to the Policyholder will be repaid to Us, if it is later found that a valid claim did not or will not eventuate. The maximum benefit payable for any one (1) Event is the amount shown in the Group Policy Schedule against Corporate Image Protection.

### 5. Modification Expenses

If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury for which a benefit is payable under Events 2 or 3, We will reimburse the Policyholder or Covered Person up to the amount shown in the Group Policy Schedule against Modification Expenses, for actual costs incurred to modify the Covered Person's home and/or vehicle, or costs

associated with relocating the Covered Person to a more suitable home, provided that evidence is presented from a Doctor certifying the modification and/or relocation is medically necessary.

#### **6. Coma Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury which directly causes or results in the Covered Person being in a state of continuous unconsciousness and the Covered Person or their legal representative presents Us with a written opinion of a Doctor which verifies that the direct cause of the continuous unconsciousness was the Bodily Injury, We will pay the Covered Person or the Covered Person's legal representative a weekly amount for each week of continuous unconsciousness, up to a maximum number of consecutive weeks, as shown in the Group Policy Schedule against Coma Benefit. If the state of continuous unconsciousness persists for a period of less than one (1) week, or for only part of any subsequent week, We will pay the Coma Benefit at the rate of one-seventh (1/7th) of the weekly amount for each day during which continuous unconsciousness continues, subject to the maximum number of weeks stated in the Group Policy Schedule.

#### **7. Chauffeur Services**

If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury for which benefits are payable under Event 20, We will pay the Covered Person up to the amount shown in the Group Policy Schedule against Chauffeur Services for a chauffeur or taxi service to and from the Covered Person's usual place of residence and their medical appointments which are necessarily required for the treatment of the Bodily Injury, providing a Doctor or Dentist certifies the Covered Person is unable to drive a vehicle or travel on public transport as a result of the Bodily Injury.

#### **8. Out of Pocket Expenses**

If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury which directly results in otherwise unforeseeable expenses within three (3) months of the date of the Bodily Injury occurring for:

- (a) Bodily Injury Aids; or
- (b) public transportation for the purpose of seeking medical treatment; or
- (c) other non-medical expenses such as clothing and non-medical equipment; or
- (d) translation services provided by a NAATI accredited translator who is not a Close Relative of the Covered Person (but only where a claim is accepted by Us under Event 20 and the services are not provided by the medical treatment facility).

We will pay the Covered Person for the actual and reasonable costs they have necessarily incurred as a result of the Bodily Injury up to the maximum amount shown in the Group Policy Schedule against Out Of Pocket Expenses, provided that those costs are not:

- (a) insured elsewhere under this Group Policy; or
- (b) associated with the Covered Person's motor vehicle or bicycle or their accessories; or
- (c) for ambulance services; or
- (d) an expense which would result in Our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Health Insurance Business) Rules as updated from time to time, or National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts.

#### **9. Workplace Assault Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury as a result of an unprovoked assault by a person(s) other than a Close Relative or known acquaintance of the Covered Person which results in the Covered Person being admitted to hospital, We will pay the Covered Person the amount shown in the Group Policy Schedule against Workplace Assault Benefit.

It is a condition of cover under this benefit that a police report is lodged by the Covered Person within three (3) months and a criminal charge(s) is subsequently pressed against the perpetrator of the assault (regardless of whether the perpetrator is found to be guilty of the assault or not).

#### **10. Reconstructive or Cosmetic Surgery Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury which directly results in medically-necessary reconstructive or cosmetic surgery, and a benefit is being paid under Events 2 to 19, We will pay the Covered Person an additional 10% of the benefit amount payable under Events 2 to 19 in respect of that Bodily Injury, up to the maximum benefit amount shown in the Group Policy Schedule against Reconstructive or Cosmetic Surgery Benefit.

The Reconstructive or Cosmetic Surgery Benefit will be payable only once in respect of any one (1) Accident, and will be reduced by any amount payable under Event 20 in respect of the same Accident.

#### **11. Funeral Expenses**

If during the Period of Insurance and while the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury which results in their Accidental Death within twelve (12) months, We will pay a lump sum Benefit of \$30,000 to the Spouse/Partner of the Covered Person which can be used to assist with the Covered Person's funeral, burial or cremation and/or transporting the Covered Person's body or ashes. If no Spouse/Partner of the Covered Person exists, We will pay this benefit to the closest living Relative of the Covered Person. If no living Relative of the Covered Person exists or can be located after reasonable enquiry, We will pay this benefit to the Legal Personal Representative of the Covered Person's estate.

#### **12. Dependent Child Supplement**

If during the Period of Insurance and while the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury which results in their Accidental Death within twelve (12) months and is survived by a Dependent Child(ren), We will pay a lump sum Benefit of \$15,000 to the surviving Dependent Child, or their Legal Personal Representative where appropriate, subject to a maximum Benefit with respect to any one (1) Covered Person of \$45,000.

#### **13. Family Cash Advance**

In circumstances where We have determined the Covered Person's estate is entitled to a benefit under Event 1, the following applies: If during the Period of Insurance and while the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury which results in their Accidental Death within twelve (12) months, upon receiving an appropriate request, We will make an advance payment of \$25,000 to the Spouse/Partner of the Covered Person or a Dependent Child, or the closest living biological relative of the Covered Person, or the Legal Personal Representative of the Covered Person's estate. This advanced payment shall be deducted from the Accidental Death benefit amount.

#### **14. Workplace Trauma Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person without sustaining a Bodily Injury is involved in or witnesses a violent criminal act, death by Accident or otherwise violent and serious Accident whilst providing a Delivery Service, and is subsequently diagnosed by a Doctor with psychological trauma arising solely and directly to witnessing the violent criminal act, death by Accident or otherwise violent and serious Accident We will pay the Covered Person the amount shown in the Schedule against Workplace Trauma Benefit.

## General Conditions Applicable to the Group Policy

---

1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2-8, We will not be liable under the Group Policy for any subsequent Bodily Injury to that Covered Person.
2. Benefits shall not be payable for more than one of Events 1-19 in respect of the same Bodily Injury. Where more than one Event occurs in respect of the same Bodily Injury, We will pay the benefit payable under the Event with the greatest benefit.
3. Benefits for Event 20 are subject to the Covered Person, as soon as would be expected of a reasonable person after the happening of the Bodily Injury giving rise to a claim under the Group Policy, procuring and following proper medical treatment and advice from a Doctor or Dentist. Failure to follow proper medical treatment or advice may result in Us reducing or suspending Our liability under the Group Policy to the extent to which We have suffered any prejudice due to such failure.
4. The amount of any benefit payable for Event 20 will be reduced by the amount of any:
  - (a) periodic compensation benefits payable under any workers' compensation or accident compensation scheme; and
  - (b) any disability insurance or government entitlement so that the total amount of any such benefit or entitlement together with any benefits payable under the Group Policy does not exceed the applicable percentage of the Covered Person's Income as shown in the Group Policy Schedule against Part B - Weekly Benefits – Bodily Injury.For example, if:
  - i. the percentage specified in the Group Policy Schedule under Part B – Weekly Benefits – Bodily Injury is 80%;
  - ii. the maximum benefit amount shown in the Group Policy Schedule is \$400 x 26 weeks against Part B - Weekly Benefits - Bodily Injury;
  - iii. the income of a Covered Person is \$400;
  - iv. the Covered Person is entitled to benefits of (say) \$200 per week under a compensation scheme described in 4(a) above, then that Covered Person's maximum benefit will be limited to 80% of \$400 = \$320, less \$200 = \$120 x 26 weeks = \$3,120.  
(Note: this example assumes that the weekly compensation benefit of \$200 continues concurrently with payments under this Group Policy for 26 weeks).
5. Where, in relation to benefits payable for Events 2 or 20 We have the right (at Our own expense) to have the relevant Covered Person examined by a medical practitioner or dentist of Our choice (who is registered or licensed to practice medicine or dentistry in Australia). If the medical practitioner or dentist (authorised by Us) forms an opinion that is contrary to any opinion of a Doctor or Dentist appointed by the Covered Person, We will obtain an independent medical opinion (from a person who is registered or licensed to practice medicine or dentistry in Australia) which will be the opinion used for the purposes of the determining whether a claim meets the definition of Permanent Total Disablement and Temporary Total Disablement (as applicable).
6. In relation to benefits payable for Event 19, We have the right (at Our own expense) to have the relevant Covered Person examined by a medical practitioner or dentist of Our choice (who is registered or licensed to practice medicine or dentistry in Australia). If the medical practitioner or dentist (authorised by Us) forms an opinion that is contrary to any opinion of a Doctor or Dentist appointed by the Covered Person, We will obtain an independent medical opinion (from a person who is registered or licensed to practice medicine or dentistry in Australia) which will be the opinion used for the purposes of determining whether the claim meets the definition of Permanent Partial Disablement and for determining the percentage reduction in whole bodily function.
7. In relation to benefits payable for Event 20, if the Covered Person suffers a recurrence of their Temporary Total Disablement while the Policy or any Renewal Policy is in force, and the recurrence arises from the same Bodily Injury that caused the initial period of Temporary Total Disablement, then for the purpose of applying the Excess Period only, the subsequent period of Temporary Total Disablement will be deemed a continuation of the initial period of Temporary Total Disablement unless,

between such periods, the Covered Person has resumed providing Delivery Services on a consistent and regular bases for at least six (6) consecutive months since the end of the initial period of Temporary Total Disablement, in which case the subsequent period of Temporary Total Disablement will be deemed to have resulted from a different Bodily Injury and a new Excess Period will apply.

Where a Bodily Injury requires surgical treatment which cannot be performed within twelve (12) months of the date of that Bodily Injury, provided the Covered Person can demonstrate (and a Doctor or Dentist can certify) that such treatment was known to have been necessary during that twelve (12) month period, We will treat this twelve (12) month period as a continuation of the initial period of Temporary Total Disablement regardless of whether the Covered Person has resumed providing Delivery Services for six (6) consecutive months, provided surgery does not occur in excess of a twenty-four (24) month period from the date of the Bodily Injury.

Note, any continuation benefits shall still not exceed the total maximum Benefit Period as shown in the Group Policy Schedule.

8. We will pay weekly benefits for Event 20 on a monthly basis and in arrears. Notwithstanding the Excess Period, where a Covered Person suffers Temporary Total Disablement for a period of less than one (1) week, We will pay a weekly benefit on a pro-rata basis applicable to the days the Temporary Total Disablement applies.
9. All benefits paid under this Policy shall be payable to the Covered Person or their estate, (with the exception of Additional Cover 3 - Corporate Image Protection, which shall be payable to the Policyholder), unless otherwise specified in the Group Policy.
10. In circumstances where We have determined the Covered Person's estate is entitled to a benefit under Event 1, We may elect to appoint external legal representation to liaise with a Covered Person's family, their representatives, or any other person, to advise us and act in Our interests with respect to any application to the New South Wales Supreme Court for a grant of probate or letters of administration deemed necessary by Us before payment of the benefit under Event 1 is made. In these circumstances, We may also offer to refer the Covered Person's family to, and cover the legal fees and associated costs of, a suitably qualified legal practitioner in order to apply as necessary to the New South Wales Supreme Court for a grant of probate or letters of administration. Any cover for legal fees and associated costs of applying for a grant of probate or letters of administration, if offered by Us, is at Our sole discretion and subject to any cap on the payment of legal fees and associated costs stated in advance by Us



## General Exclusions Applicable to the Group Policy

---

These general exclusions apply to all covers and the Group Policy unless they are expressly stated not to apply in relation to the cover or the Group Policy.

We will not pay benefits with respect to any loss, damage, liability, Event or Bodily Injury which:

1. directly or indirectly results from a Pre-Existing Medical Condition (except illness or disease resulting directly from medical or surgical treatment rendered necessary by any Event covered under this Group Policy);
2. directly or indirectly results from any:
  - (a) intentional self- injury, suicide or reckless misconduct; or
  - (b) illegal or criminal act;

that is committed by the Policyholder or a Covered Person. This exclusion does not apply to the Policyholder or any Covered Person who is not the perpetrator of such act or who did not know or condone any such act, however, in all cases, a Policyholder cannot benefit under this Policy from such act of a Covered Person.

3. directly or indirectly results from a Covered Person:
  - (a) being under the influence of alcohol, where the Covered Person has a recorded blood alcohol concentration (**BAC**) greater than the limit prescribed by the applicable governing authority whilst operating a motor vehicle, or at all other times having recorded a blood alcohol concentration (**BAC**) greater than 0.10%;
  - (b) being under the influence of any drug, unless it was prescribed by a Doctor or Dentist and taken in accordance with the Doctor's or Dentist's advice but is not for the treatment of addiction to illegal drugs; or
  - (c) suffering from any stress or psychiatric condition, including but not limited to depression, anxiety, neurosis, psychosis, mental or emotional stress, physical fatigue, mental disease or associated disorders.
4. directly or indirectly results from War or Civil War.
5. is covered by:
  - (a) Medicare;
  - (b) any transport accident legislation;
  - (c) any common law entitlement;
  - (d) any government sponsored fund, plan or medical benefit scheme; or
  - (e) any other insurance required to be effected by or under law;
6. would result in Our contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth), *Private Health Insurance (Health Insurance Business) Rules* as updated from time to time, or *National Health Act 1953* (Cth) or any amendment to, or consolidation or re-enactment of, those Acts.

## General Provisions Applicable to the Group Policy

---

These general provisions apply to all covers and the Group Policy unless they are expressly stated not to apply in relation to the cover or the Group Policy.

### Age Limitations

1. There is no cover for any Covered Person under eighteen (18) years of age.
2. In respect of each Covered Person aged seventy-five (75) years or over and under eighty (80) years at the time of loss;
  - (a) Cover under Part A, Events 1-19 is limited to a maximum of \$250,000 or as otherwise shown in the Schedule, whichever is the lesser; and
  - (b) No benefit is payable Parts B, Event 20 (Weekly Benefits – Bodily Injury).
  - (c) The definition of Permanent Total Disability is deleted and replaced with the following:

**Permanent Total Disablement** means where in the opinion of a Doctor the:

- (a) Covered Person has suffered a Bodily Injury causing the Covered Person to be entirely incapable and continuously unable to engage in, perform or attend to any occupation or business; and
- (b) Covered Persons' disability is Permanent.

This will not prejudice any entitlement to claim benefits for Events which occurred before a Covered Person attained the age of seventy-five (75) years.

3. In respect of each Covered Person aged eighty (80) years or over and under ninety (90) years at the time of loss;
  - (a) Cover under Part A, Events 1-19 is limited to a maximum of \$100,000 or as otherwise shown in the Schedule, whichever is the lesser; and
  - (b) No benefit is payable Parts B, Event 20 (Weekly Benefits – Bodily Injury).
  - (c) The definition of Permanent Total Disability is deleted and replaced with the following:

**Permanent Total Disablement** means where in the opinion of a Doctor the:

- (c) Covered Person has suffered a Bodily Injury causing the Covered Person to be entirely incapable and continuously unable to engage in, perform or attend to any occupation or business; and
- (d) Covered Persons' disability is Permanent.

This will not prejudice any entitlement to claim benefits for Events which occurred before a Covered Person attained the age of eighty (80) years.

4. There is no cover for any Covered Person over ninety (90) years of age at the time of the Event.

This will not prejudice any entitlement to claim benefits for Events which occurred before a Covered Person attained the age of eighty (90) years.

### Aggregate Limit of Liability

1. Our total liability for all claims under the Group Policy in respect of any one (1) Accident or series of Accidents arising out of any one (1) occurrence during the Period of Insurance shall not exceed the amount shown in the Group Policy Schedule against Aggregate Limit of Liability.
2. In the event that claims are made under the Group Policy which exceed the Aggregate Limit of Liability, then the amount by which claims exceed the limit will be proportionally reduced.

### Assistance and Co-operation

The Policyholder and Covered Persons shall co-operate with Us and upon Our reasonable request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against

any person or organisation who may be liable to the Policyholder or the Covered Person because of Bodily Injury or damage with respect to which insurance is afforded under the Policy. We will keep the Policyholder apprised of the status of any proceedings, informed of material developments and consulted where appropriate. In that regard, the Policyholder and Covered Persons (where relevant and to the extent it is within the Policyholder and/or the Covered Person's power) shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Policyholder or Covered Persons shall not, except at the Policyholder's own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

### **Breach of Conditions**

If the Policyholder or a Covered Person is in breach of any of the conditions of the Group Policy (including a claims condition), We may decline to pay a claim to the Policyholder or Covered Person in breach if the claim is substantially related to the breach, to the extent permitted by law.

### **Change of Business Activities**

The Policyholder must inform Us as soon as is reasonably practicable of any material alteration in the Policyholder's business activities which increases the risk of a claim being made under this Group Policy.

A material alteration in the Policyholder's business activities which increases the risk of a claim being made under this Group Policy includes any changes to the duties conducted by Covered Persons for Menulog which increases the risk of Bodily Injury.

### **Claim Offset**

Except for Part A – Lump Sum Benefits, there is no cover under the Group Policy for any loss, damage, liability, Event or Bodily Injury which is covered under any health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what the Policyholder or the Covered Person would be otherwise entitled to recover under the Group Policy, where permissible by law.

### **Currency**

All amounts shown on the Group Policy are in Australian dollars (AUD). If expenses are incurred in a currency other than Australian dollars (AUD), then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a loss.

### **Due Diligence**

The Policyholder and all Covered Person(s) will do all things reasonably necessary to avoid or reduce any loss under the Group Policy.

### **Headings**

Headings have been included for ease of reference and it is understood and agreed that the terms, conditions and exclusions of the Group Policy are not to be construed or interpreted by reference to such headings.

### **Notice of Claim**

The Claimant must give Us written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. A Claimant's failure to furnish Us with notice within the time provided in the Group Policy will not invalidate any claim but We may reduce Our liability under the Group Policy to the extent to which We have suffered any prejudice due to such failure.

The Claimant must provide us with such certificates, information, and other documentation that We require to validate their claim. We will work with the Claimant to collect the information and documents required by Us to handle the claim, however, if the Claimant is unable or unwilling to provide the information and documents required by Us to handle the claim then We reserve the right to deny or only partially pay the claim depending on the documents and information We were provided.

We may at Our own expense have any Claimant, who is the subject of a claim under the Group Policy, medically examined from time to time (so long as the frequency is not unreasonable in the circumstances) where this is necessary for us to make a decision regarding whether a benefit is payable under the Group Policy.

A Claimant may seek, voluntarily pay for, and/or incur expenses with respect to any Bodily Injury that may be covered pursuant to this Group Policy prior to making a claim to Us. However, this does not guarantee that the expenses will be covered under this Group Policy. We will review each and every claim independently to ensure that the claim falls within the coverage of this Group Policy.

### **Other Insurance**

In the event of a claim, the Policyholder or a Covered Person must advise Us as to any other insurance they are entitled to claim under or have access to that covers the same risk.

### **Proper Law**

Any dispute arising under the Group Policy or concerning its formation shall be governed by the laws of the appropriate state or territory of the Commonwealth of Australia. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the said state or territory and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such court.

### **Sanctions Clause**

We shall not be deemed to provide cover and We shall not 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, Our parent or Our ultimate holding company to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America.

### **Singular/Plural**

If it is consistent with the context of any clause in this Group Policy, the singular includes the plural and vice versa.

### **Subrogation**

If We pay an amount under the Group Policy, We shall be subrogated to the Claimant's rights to recover an equivalent sum to what We have paid against any person or entity other than the Policyholder, Covered Person or other persons covered by this Group Policy and a Claimant must execute and deliver any instruments and papers and do whatever else is necessary and within their power to enable Us to secure such rights. A Claimant must not take action which will prejudice Our rights to subrogation.

We will not be liable for a loss where the Claimant is a party to an agreement that excludes or limits Our rights to recover damages from a third party in respect of that loss, whenever that agreement was made, i.e. before or after the loss occurred. The effect of this provision is that the Claimant may prejudice the Claimant's rights with regard to a claim if the Claimant makes or has made any agreement with a third party that will prevent Us from recovering the loss from that party or another party.

## About Chubb in Australia

---

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries and territories, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London, Paris and other locations, and employs approximately 33,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages, including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities, as well as Accident & Health insurance, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure as well as individuals purchasing travel and personal accident insurance. With five branches and more than 800 staff in Australia, it has a wealth of local expertise backed by its global reach and breadth of resources.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au).

## Contact Us

---

Chubb Insurance Australia Limited  
ABN: 23 001 642 020 AFSL: 239687  
Grosvenor Place  
Level 38, 225 George Street  
Sydney NSW 2000  
O +61 2 9335 3200  
[www.chubb.com/au](http://www.chubb.com/au)

**Chubb. Insured.<sup>SM</sup>**

Menulog Personal Accident Group Policy Wording, Australia. Published 02/2021.

©2021 Chubb Insurance Australia Limited. Chubb®, its logos, and Chubb. Insured.<sup>SM</sup> are protected trademarks of Chubb.

Chubb14-408-0221