

Individual Personal Accident and Sickness Insurance

Policy and Product Disclosure Statement (PDS)





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Statement (PDS)**



CONTENTS

About Delta Insurance Australia Pty Ltd	3
Who is the Insurer?	3
About Lloyds	3
Complaints	3
What is a Product Disclosure Statement (PDS)?	5
Updating this PDS	5
Summary of Insurance	5
Limitations on Benefits Paid	6
Not Everything is Covered	6
The Cost of the Insurance Policy and Paying your Premium	6
Non-Payment of Premium	7
Cooling Off and Cancellation Rights	7
Making a Claim	7
Privacy	8
Use of your information	8
Security of your information	8
Further information	8
How to contact us	9
Insured's Duty to Take Reasonable Care Not to Make a Misrepresentation	9
If you do not tell the Insurer something	10
Changes in Legislation	10
Section A – Lump Sum Benefits	11
Section B – Weekly Benefits – Bodily Injury	12
Section C – Surgical Lump Sum Benefits – Bodily Injury Resulting in Surgery	13
Section D – Weekly Benefits – Sickness	14
Section E – Surgical Lump Sum Benefits – Sickness Resulting in Surgery	15
Section F – Fractured Bones – Lump Sum Benefits	16
Section G – Dental – Lump Sum Benefits	16
Section H – Additional Benefits under the Policy	17
General Definitions Under the Policy	18
General Conditions and Provisions Applicable to the Policy	22
General Exclusions Applicable to the Policy	24



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ABOUT DELTA INSURANCE AUSTRALIA PTY LTD

This PDS has been prepared by Delta Insurance Australia Pty Ltd (ABN 83 652 033 933) as an Authorised Corporate Representative (CAR 001296353) of DIA Licence Pty Ltd (ACN 654 160 513) AFSL535427 as the insurer/issuer of this product. In this PDS, “We”, “Us” “Our” means Delta Insurance Australia Pty Ltd.

Delta Insurance Australia is a specialist underwriting agency and part of the Delta Insurance Group. The Delta Insurance Group challenges the status quo by embracing technology, transparency and integrity, introducing niche products into new markets and delivering exceptional service.

WHO IS THE INSURER?

This insurance is offered by Delta Insurance Australia who underwrites on behalf of certain underwriters at Lloyd’s of London (Lloyd’s). Lloyd’s is an Australian Prudential Regulation Authority (APRA) regulated insurer. This insurer is financially liable for any claims that come within the **Policy**. Delta Insurance Australia acts as an agent of Lloyd’s under a binding authority to issue a **Policy** to you.

Delta Insurance Australia Pty Ltd (ABN 83 652 033 933) is an Authorised Corporate Representative (CAR 001296353) of DIA Licence Pty Ltd (ACN 654 160 513), which holds the Australian Financial Services Licence (AFSL 535427) issued by the Australian Securities and Investments Commission (ASIC). Delta Insurance Australia acts as the insurer/issuer of this product and does not provide any advice on the insurance. When issuing policies or handling insurance claims, Delta Insurance Australia acts as an agent of the insurer.

ABOUT LLOYDS

Lloyd’s is the world’s leading insurance and reinsurance marketplace. Through the collective intelligence and risk-sharing expertise of the market’s underwriters and brokers, Lloyd’s helps to create a braver world.

The Lloyd’s market does this by sharpening the insight to anticipate and understand risk, and the knowledge to develop relevant and innovative forms of insurance for customers globally.

Lloyd’s offers the efficiencies of shared resources in a marketplace that covers risks from more than 200 territories, in any industry, at any scale.

Lloyd’s promises a trusted partnership – helping people, businesses and communities to recover in times of need and build resilience for the future.

Lloyd’s is a 330-year old start up, founded by a few brave entrepreneurs in a coffee shop. Three centuries later, the Lloyd’s market continues that proud tradition – sharing risk and inspiring courage everywhere.

COMPLAINTS

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (“the Code”), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry. Lloyd’s has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces Insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

If you have any concerns or wish to make a complaint in relation to this Policy, Our services or your insurance claim, please let Us know and We will attempt to resolve your concerns in accordance with Our Internal Dispute Resolution procedure. Please contact Delta Insurance Australia Pty Ltd in the first instance:

Managing Director
Delta Insurance Australia Pty Ltd
Email: complaints@deltainsurance.com.au
Telephone: 07 3017 4720
Post: GPO BOX 1832, Brisbane, QLD, 4001, Australia

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

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

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

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

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

Legal Jurisdiction

The Underwriters accepting this Insurance agree that:

1. If a dispute arises under this Insurance, this policy 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.
2. 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.

3. 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.

Notice of Claim

The Claimant must provide Us with written notice of any event that may lead to a claim as soon as reasonably possible after the occurrence. Although a delay in notifying Us will not invalidate the claim, We may reduce Our liability to the extent that We have been prejudiced by the delay, as permitted by law. The Claimant must supply Us with any certificates, information, and documentation We reasonably request. We may also require the Claimant to undergo medical examinations periodically, at Our expense.

WHAT IS A PRODUCT DISCLOSURE STATEMENT (PDS)?

This PDS is provided to help you understand what the **Policy** covers and give you the information you need to compare it with other options so you can decide if it's right for you.

This PDS includes important details required by the Corporations Act 2001 (The Act), such as the **Policy's** benefits, conditions, limits, and exclusions, your rights as a client, and other key information to help you make an informed choice.

For a full understanding of all benefits, terms, conditions, and exclusions related to the coverage, you should review the **Policy** section alongside the **Policy Schedule**. Please read these documents carefully and keep them in a secure place for future reference. Some terms in this PDS and **Policy** have specific meanings outlined in the definitions section of this document.

Any general advice contained in this PDS or accompanying material does not consider the **Insured's** individual objectives, financial situation, or needs, nor those of the individuals covered by the **Policy**. These factors should be assessed when determining if this product is suitable. Additionally, consider whether the limits, type, and level of cover are appropriate.

This PDS was prepared on August 21, 2024. Other documents may form part of **Our** PDS and if they do, **We** will tell the **Insured** in the relevant document.

UPDATING THIS PDS

We may need to update this PDS from time to time if specific changes occur where required and permitted by law. **We** will issue the **Insured** with a new PDS, Supplementary PDS or other compliant document to update the relevant information.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, **We** may issue the **Insured** with notice of this information in other forms or keep an internal record of such changes.

SUMMARY OF INSURANCE

This **Policy** provides a range of benefits. Key benefits are outlined below. For a comprehensive description of all benefits and limits, please review the **Policy Schedule**, which details the sums insured, coverage sections, and tables of insured benefits as specified in the **Policy** attached to this PDS.

Principal benefits of the Policy include:

- a. lump sum benefits as a result of **Accidental Death, Bodily Injury** or disablement;
- b. loss of income benefits as a result of **Bodily Injury** or **Sickness**;

- c. lump sum benefits for injury to teeth; and/or
- d. lump sum benefits for fractured bones

For detailed information on benefits and applicable conditions, please refer to the **Policy**.

In addition to these primary benefits, the **Policy** also offers several supplementary benefits, which are described in detail within the **Policy**.

LIMITATIONS ON BENEFITS PAID

There are limitations on how much **We** will pay for your claim. The maximum **We** will pay for all claims under the **Policy** during any one (1) **Policy Period** is the aggregate limit of liability shown in the **Policy Schedule**. Specific age-related limits also apply to the **Policy**.

No benefits are payable under this **Policy** for any Insured Person or any person aged sixty-five (65) years or older.

NOT EVERYTHING IS COVERED

Not everything is covered by the **Policy**. Some of the circumstances in which no benefits are payable at all include where loss results from self-inflicted injury, illegal acts, the use of alcohol or illicit drugs, **War** or **Civil War**, an **Insured Person's** participation in an aerial activity except as a fare paying passenger on an airline with scheduled flights, participating in or training for a professional sport, racing or time trials, nuclear activity, pregnancy or childbirth, or a **Pre-Existing Medical Condition**.

Additionally, certain benefits have limitations. It is crucial to review the **Policy** alongside the **Policy Schedule** to fully understand the coverage and its restrictions. Pay special attention to the General Conditions, General Provisions, and General Exclusions in the **Policy** to ensure the coverage meets your expectations. For further details, please consult the **Policy** and the **Policy Schedule**.

THE COST OF THE INSURANCE POLICY AND PAYING YOUR PREMIUM

We will provide the coverage specified in the **Policy**, subject to its terms and conditions, for the **Policy Period**.

Coverage under the **Policy** starts from the date and time indicated on your **Policy Schedule** for the **Policy Period**. The **Policy** cost includes the total premium, taxes, and charges as detailed in the **Policy Schedule**. This amount is determined before the **Policy Period** begins, based on the information provided in your application form and the Insurer's risk assessment. The insurance cost is reflected in your quote and includes taxes and statutory charges (such as GST & Stamp Duty).

Each year, prior to the **Policy** anniversary date, **We** will advise if **We** will offer renewal terms or not. If **We** offer renewal terms, **We** will inform the **Insured** of the premium for the new **Policy Period**. **We** may adjust the premium for any changes or **Endorsements** requested during the **Policy Period** that **We** agree to provide.

The premium is calculated based on your specific risk profile, which may include:

- a. The sums insured;
- b. your medical history, age, and claims history;
- c. Any restrictions or extensions to the Policy coverage; and
- d. Previous insurance history.

The premium may change at renewal, and **We** will notify the Insured of any proposed adjustments.

NON-PAYMENT OF PREMIUM

You must pay your premium according to the agreed credit terms; otherwise, your **Policy** may not be effected. If the premium is not paid by the due date or if the payment is dishonoured, the **Policy** will not take effect, and **We** may:

- a. Cancel the **Policy**; and/or
- b. Decline any claims made under the **Policy**.

COOLING OFF AND CANCELLATION RIGHTS

You have the right to cancel the **Policy** within twenty-one (21) days from the start of the **Policy Period**, known as the 'cooling-off period,' provided no claims have been made during this time.

If you cancel the **Policy** within this period, **We** will issue a full refund of the premium paid, minus any applicable taxes or duties, within fifteen (15) business days of receiving your cancellation request.

If the **Policy** was purchased through an insurance broker, please consult your broker for details on their specific procedures.

The **Policy** will be cancelled from the date **We** receive your cancellation request. To cancel the **Policy**, you must notify **Us** in writing within the cooling-off period.

You may cancel this **Policy** at any time by notifying **Us** in writing at contactus@deltainsurance.com.au.

If the **Policy** was purchased through an insurance broker, please consult your broker for details on their specific procedures.

No refund will be issued if a claim has been made or is anticipated before the **Policy** is cancelled.

We also reserve the right to cancel this **Policy** under the conditions outlined in Section 60 of the **Insurance Contracts Act**.

MAKING A CLAIM

If an incident occurs that may give rise to a claim under this **Policy**, please notify our claims handlers, Proclaim, via email or post as soon as reasonably practicable after the date of the occurrence and within the **Policy Period** using the contact details below. Please ensure that your **Policy Number** is included in all correspondence.

Proclaim

Email: ahclaims@proclaim.com.au

Address: Locked Bag 32012

Collins Street East VIC 8003

Phone: 02 9287 1302

The Insured Person must, at their expense, provide Proclaim with any certificates, information, and documentation they may reasonably require to assess the claim. Proclaim may, at our expense, have the Insured Person medically examined as required.

Proclaim may also require the Insured Person to undergo medical examinations, vocational, and/or rehabilitation assessments. If required, we will cover these costs.

PRIVACY

Delta Insurance Australia Pty Ltd is committed to protecting your privacy. **We** have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (Privacy Act). The APPs govern the way in which **We** collect, use, disclose, store, secure and dispose of your personal information.

Any personal information collected about you will only be used for the purposes indicated in Delta Insurance Australia's privacy policy and only in the instance where you have provided consent to Delta Insurance Australia, or as otherwise required by law.

Delta Insurance Australia will need to collect personal information from you or your insurance agent to assist with assessing your risk in order to provide the insurance that you are applying for.

Our Privacy Policy can be accessed at
<https://deltainsurance.com.au/pages/resources/#Our-policies-and-procedures>

USE OF YOUR INFORMATION

The information collected will be used for the purpose of assisting with underwriting and administering your insurance cover on behalf of the insurers Delta represents. Where reasonable and practicable to do so, Delta will collect your personal information only from you. In some cases, to verify your identity, Delta may need to obtain or verify your personal information from a third party. Information collected can also be used towards improving Delta's customer service, product data research analysis and to advise you of any other products and services that may be of interest to you.

SECURITY OF YOUR INFORMATION

Your personal information is stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure. When your personal information is no longer needed for the purpose for which it was obtained, Delta will take reasonable steps to destroy or permanently de-identify your personal information. However, most of the personal information is or will be stored in client files which will be kept by Delta for a minimum of 7 years.

Whilst underwriting and reviewing your Policy, Delta may share your information with your insurance agent, claims assessors, and to third party administrators providing related services to your insurance **Policy**. Your information will be provided to the insurers **We** represent, based in the United Kingdom & Singapore and whose details **We** will provide to you when issuing an insurance quotation.

By providing Delta with your personal information, you are consenting to the collection, use, disclosing and or processing of your personal data for the purposes as described above.

FURTHER INFORMATION

Delta Insurance Australia understands that you may not want to share with **Us** the information which is requested to review your insurance **Policy**, and this may affect **Our** ability in providing and assessing an insurance **Policy**. For more information regarding how Delta collects, stores, uses and discloses your information, please read **Our** privacy policy located at www.deltainsurance.com.au or alternatively you can contact Us at (07) 3017 4720.

HOW TO CONTACT US

Delta Insurance Australia Pty Ltd (ABN 83 652 033 933)
AFSL 535427
GPO Box 1832,
Brisbane QLD 4001
Telephone: (07) 3017 4720
Website: <https://deltainsurance.com.au/>
Email: contactus@deltainsurance.com.au

INSURED'S DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

Your duty to take reasonable care not to make a misrepresentation

Before entering into or renewing a contract of insurance, you have a duty to take reasonable care not to make a misrepresentation under the Insurance Contracts Act 1984 (Cth). This duty is very important, as it may impact your insurance cover. A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth.

When applying for or renewing insurance, we may ask you clear and specific questions that are relevant to our decision to insure you. Your answers in response to our questions are crucial, as they help us determine the terms of your policy and the premium we will charge. This means that you should respond fully, honestly, and accurately when answering our questions.

New Business

When you apply for insurance, we will ask questions relevant to our decision to insure you. The duty to take reasonable care not to make a misrepresentation applies when you:

- a. Complete an initial insurance application,
- b. Extend or make changes to an existing insurance policy, or
- c. Reinstate a previous contract of insurance.

Renewals

When renewing your insurance, we may ask you to confirm or update information you previously provided. If we do this, you must tell us about any changes or confirm that there are none. If you do not inform us of changes, we will assume the information remains the same. This duty applies until we agree to renew the contract.

Guidance for answering our questions:

Please ensure that you take care when providing your answers in relation to your insurance application or renewal. If you do not, it may affect your insurance cover. Here are some tips to guide you:

- a. Think carefully about your responses. If you do not understand a question or require further explanation, please ask us before responding.
- b. Make sure your answers are truthful, accurate, and complete.
- c. Provide all relevant information in response to our questions. If you are unsure what information to include, please include it or consult with us, your broker, or adviser.
- d. Do not assume we will contact others for the information we request.

- e. Review each answer you provide before submitting it to us. You are responsible for your responses, even if you have received help in preparing your application (e.g., from a broker or advisor).
- f. Before your insurance cover starts, tell us of any changes that may be required to your answers. This may save time, as changes could require further investigation or risk assessment.
- g. If, after your insurance cover starts, you think you may not have complied with your duty, please contact us, your broker, or advisor immediately. We will inform you of any impact on your cover.

Your duty to take reasonable care not to make a misrepresentation applies to all communication methods, including written, electronic, online, in person, or via telephone.

If you do not comply with your duty:

If you do not take reasonable care not to make a misrepresentation, it may have serious consequences for your insurance. If you have failed to comply with your duty, we have certain rights, which may depend on what your insurance offer would have been had you not made a misrepresentation and whether or not it was fraudulent. Possible actions include:

- a. Avoiding your insurance cover, meaning the contract will be treated as if it never existed.
- b. Changing the amount of cover; for example, reducing the level of cover.
- c. Changing the terms of your contract; for example, excluding certain events from coverage.

This may result in an insurance claim not being paid, a reduction in the benefit amount, or an increase in premiums.

If we suspect that you may have breached your duty, we will:

- a. Explain our reasons why we believe you have breached your duty, and
- b. Provide you with an opportunity to respond and give further information.

If we decide to make changes to your cover, we will notify you of our decision and provide details of the review process and complaints procedure if you disagree.

If you need help:

It is crucial that you understand this information, the questions we ask, and your duty. If you need support due to a disability, language barrier, or other reasons, please contact us so that we can assist you.

If you have any questions, please contact us, your broker, or advisor.

IF YOU DO NOT TELL THE INSURER 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

CHANGES IN LEGISLATION

A reference to any legislation, statutory order, section, subsidiary instrument, or part in this document includes a reference to any replacement, reenacting, amending, or equivalent legislation, statutory order, section, subsidiary instrument, or part.

Personal Accident and Sickness Cover

SECTION A – LUMP SUM BENEFITS

We will pay benefits as set out in Table 1 of the Table of Insured Events for a **Bodily Injury** of the **Insured Person** if:

- a. the **Bodily Injury** resulting in the **Insured Event** set out in the Table of Insured Events manifests during the **Policy Period** while the person is an **Insured Person**; and
- b. an amount is showing on the **Policy Schedule** for that **Insured Event** against Section A; and
- c. any **Insured Event** occurs within twelve (12) months of the **Bodily Injury**; and
- d. any **Insured Event** occurs during the **Policy Period**.

Table of Insured Events – Table 1

EVENTS	BENEFITS The percentage of the amount shown in the Policy Schedule against Section A – Lump Sum Benefits for each Insured Event and Insured Person .
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of two (2) Limbs	100%
7. Loss of one (1) Limb	100%
8. Severe Cognitive Impairment	100%
9. Loss of hearing in: a. both ears b. one (1) ear	100% 30%
10. Permanent Loss of: a. four (4) Fingers and Thumb of either Hand; or b. Foot	75% 75%
11. Permanent Loss of the lens of a. both eyes b. one (1) eye	100% 50%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	75%
13. Permanent Loss of four (4) Fingers of either Hand	50%
14. Permanent Loss of one (1) Thumb of either Hand: a. both joints b. one (1) joint	30% 15%

Table of Insured Events – Table 1 (continued)

<p>15. Permanent Loss of Fingers of either Hand:</p> <ul style="list-style-type: none"> a. three (3) joints b. two (2) joints c. one (1) joint 	<p>15% 10% 5%</p>
<p>16. Permanent Loss of Toes of either Foot:</p> <ul style="list-style-type: none"> a. all – one (1) Foot b. great – both joints c. great – one (1) joint d. other than great – each Toe 	<p>15% 5% 3% 1%</p>
<p>17. Fractured leg or patella with established non-union</p>	<p>10%</p>
<p>18. Shortening of leg by at least 5 cm</p>	<p>10%</p>
<p>19. Permanent partial disablement not otherwise provided for under Events 5 to 18 inclusive.</p>	<p>The lump sum benefit will reflect the percentage reduction in bodily function, as confirmed by the Insured Person’s Doctor and a Doctor appointed by Us. If Our appointed Doctor disagrees with the Insured Person’s Doctor, a third independent Doctor will be selected by mutual agreement. If all three Doctors differ, the final percentage will be the average of their opinions. For Event 19, the maximum payout is capped at 75% of the amount listed under Section A – Lump Sum Benefits.</p>

SECTION B – WEEKLY BENEFITS – BODILY INJURY

We will pay benefits as set out in Table 2 of the Table of Insured Events and subject to the benefit period, excess period and percentage of salary shown on the **Policy Schedule** for a **Bodily Injury** of the **Insured Person** if:

- a. the **Bodily Injury** resulting in the **Insured Event** set out in the Table of Insured Events manifests during the **Policy Period** while the person is an **Insured Person**; and
- b. an amount is showing on the **Policy Schedule** for that **Insured Event** against Section B; and
- c. any **Insured Event** occurs within twelve (12) months of the **Bodily Injury**; and
- d. any **Insured Event** occurs during the **Policy Period**.

Table of Insured Events – Table 2

EVENTS – BODILY INJURY resulting in:	BENEFITS
20. Temporary Total Disablement	<p>Starting from the commencement date of Temporary Total Disablement and for the duration it continues, We will pay the Insured Person up to the weekly benefit amount specified in the Policy Schedule under Section B – Weekly Benefits – Weekly Benefits – Bodily Injury, for the defined Benefit Period.</p> <p>This payment will not exceed the Insured Person’s Salary.</p>
21. Temporary Partial Disablement	<p>Starting from the commencement date of Temporary Partial Disablement, and for the duration it continues, resulting in a reduction of at least 25% of the Insured Person’s Salary, We will pay the Insured Person up to the weekly benefit amount specified in the Policy Schedule under Section B – Weekly Benefits – Weekly Benefits – Bodily Injury, less any current earnings from working in a reduced capacity as assessed by a Doctor.</p> <p>The total amount (earnings plus benefit) will not exceed the percentage of Salary as shown in the Policy Schedule of the Insured Person.</p> <p>If the Insured Person is able to return to work in a reduced capacity, as assessed by a Doctor, but chooses not to, the benefit payable will be 25% of the Insured Person’s Salary.</p>

SECTION C – SURGICAL LUMP SUM BENEFITS – BODILY INJURY RESULTING IN SURGERY

We will pay benefits as set out in Table 3 of the Table of Insured Events for a **Bodily Injury** that occurs outside of Australia and results in a surgical procedure of the **Insured Person** if:

- a. an amount is showing on the **Policy Schedule** against Section C; and
- b. the surgery occurs outside of and before the **Insured Person’s** return to Australia; and
- c. the **Insured Event** is a direct result of the **Bodily Injury** and occurs within twelve (12) months of the date of the injury.

Table of Insured Events – Table 3

EVENTS	BENEFITS The percentage of the amount shown in the Policy Schedule against Section C – Surgical Lump Sum Benefits – Bodily Injury resulting in Surgery for each Insured Event and Insured Person .
22. Craniotomy	100%
23. Amputation of limb	50%
24. Fracture of a limb requiring open reduction	50%
25. Dislocation requiring open reduction	25%
26. Any other surgical procedure carried out under a general anaesthetic	5%

SECTION D – WEEKLY BENEFITS – SICKNESS

We will pay benefits as set out in Table 4 of the Table of Insured Events and subject to the benefit period, excess period and percentage of salary shown on the **Policy Schedule** for a **Sickness** of the **Insured Person** if:

- any **Insured Event** is solely and directly attributable to a **Sickness**; and
- the person is an **Insured Person**; and
- an amount is showing on the **Policy Schedule** for that **Insured Event** against Section D; and
- any **Insured Event** must occur within twelve (12) months of the **Sickness**; and
- any **Insured Event** occurs during the **Policy Period**.

Table of Insured Events – Table 4

INSURED EVENTS	BENEFITS
27. Temporary Total Disablement	Starting from the commencement date of Temporary Total Disablement and for the duration it continues, We will pay the Insured Person up to the weekly benefit amount specified in the Policy Schedule under Section D – Weekly Benefits – Sickness , for the defined Benefit Period . This payment will not exceed the Insured Person’s Salary .

Table of Insured Events – Table 4 (continued)

<p>28. Temporary Partial Disablement</p>	<p>Starting from the commencement date of Temporary Partial Disablement, and for the duration it continues, resulting in a reduction of at least 25% of the Insured Person’s Salary, We will pay the Insured Person up to the weekly benefit amount specified in the Policy Schedule under Section D – Weekly Benefits – Sickness, less any current earnings from working in a reduced capacity as assessed by a Doctor.</p> <p>The total amount (earnings plus benefit) will not exceed the percentage of Salary as shown in the Policy Schedule of the Insured Person.</p> <p>If the Insured Person is able to return to work in a reduced capacity, as assessed by a Doctor, but chooses not to, the benefit payable will be 25% of the Insured Person’s Salary.</p>
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SECTION E – SURGICAL LUMP SUM BENEFITS – SICKNESS RESULTING IN SURGERY

We will pay benefits as set out in Table 5 of the Table of Insured Events for a **Sickness** that occurs outside of Australia and results in a surgical procedure of the **Insured Person** if:

- a. an amount is showing on the **Policy Schedule** against Section E; and
- b. the surgery occurs outside of and before the **Insured Person’s** return to Australia; and
- c. the **Insured Event** is a direct result of the **Sickness** and occurs within twelve (12) months of the date of the **Sickness**.

Table of Insured Events – Table 5

INSURED EVENTS	BENEFITS
	The percentage of the amount shown in the Policy Schedule against Section E – Surgical Lump Sum Benefits – Sickness , resulting in Surgery for each Insured Event and Insured Person .
29. Open heart surgical procedure	100%
30. Brain surgery	50%
31. Abdominal surgery carried out under general anaesthetic	50%
32. Any other surgical procedure carried out under a general anaesthetic	5%

SECTION F – FRACTURED BONES – LUMP SUM BENEFITS

We will pay benefits as set out in Table 6 of the Table of Insured Events for a **Bodily Injury** of the **Insured Person** if:

- a. the **Bodily Injury** resulting in the **Insured Event** set out in the Table of Insured Events manifests during the **Policy Period** while the person is an **Insured Person**; and
- b. the **Insured Event** is directly caused by the **Bodily Injury**; and
- c. an amount is showing on the **Policy Schedule** for that **Insured Event** against Section F; and
- d. any **Insured Event** occurs within twelve (12) months of the **Bodily Injury**; and
- e. any **Insured Event** occurs during the **Policy Period**.

Table of Insured Events – Table 6

INSURED EVENTS Fracture of:	BENEFITS As a percentage of the Sum shown against the schedule on Section F – Fractured Bones Benefits – Bodily Injury .
33. Neck, skull, or spine (complete fracture)	100%
34. Hip, pelvis	75%
35. Shoulder blade	50%
36. Neck, skull or spine (Hairline Fracture, Other Fracture or Simple Fracture), cheekbone, collarbone, upper leg	30%
37. Arm, kneecap, elbow	25%
38. Lower leg, jaw, wrist, ankle, hand, foot	20%
39. Rib	10%
40. Finger, thumb, toe	8%

The maximum benefit payable for any one (1) **Bodily Injury** resulting in fractured bones will be the amount specified in the **Policy Schedule** under Section F – Fractured Bones – Lump Sum Benefits.

In the case of a confirmed non-union of any of these fractures, we will pay an additional benefit of 5% of the amount shown in the **Policy Schedule** under Section F – Fractured Bones – Lump Sum Benefits, regardless of the maximum benefit limit.

SECTION G – DENTAL – LUMP SUM BENEFITS

We will pay benefits as set out in Table 7 of the Table of Insured Events for a **Bodily Injury** of the **Insured Person** if:

- a. the **Bodily Injury** resulting in the **Insured Event** set out in the Table of Insured Events manifests during the **Policy Period** while the person is an **Insured Person**; and
- b. the **Insured Event** is directly caused by the **Bodily Injury**; and
- c. an amount is showing on the **Policy Schedule** for that **Insured Event** against Section G; and
- d. any **Insured Event** occurs within twelve (12) months of the **Bodily Injury**; and
- e. any **Insured Event** occurs during the **Policy Period**.

Table of Insured Events – Table 7

INSURED EVENTS	BENEFITS
Bodily Injury resulting directly in the following dental treatment being carried out within twelve (12) months of the date of the Bodily Injury .	The percentage of the amount shown on the Policy Schedule against Section G – Dental – Lump Sum Benefits, subject to a maximum of \$250 per Tooth.
41. Loss of teeth or full capping of teeth	100%
42. Partial capping of teeth	50%

The maximum benefit payable for any one (1) event under this Section will be the amount specified in the **Policy Schedule** under Section G – Dental – Lump Sum Benefits or \$1,000, whichever is greater, and limited to \$250 per **Tooth**.

SECTION H – ADDITIONAL BENEFITS UNDER THE POLICY

Exposure

If, as a result of a **Bodily Injury** occurring during the **Policy Period**, an **Insured Person** is exposed to the elements and suffers from any of the **Insured Events** set out in any of the tables of **Insured Events** as a direct result of that exposure, **We** will pay benefits as provided for in the **Policy Schedule**.

Disappearance

If an **Insured Person** disappears following the disappearance, wrecking, or sinking of a conveyance on which they were travelling during the **Policy Period**, and their body is not found within one (1) year from the date of disappearance, **We** will pay benefits on the assumption that the **Insured Person** died as a result of a **Bodily Injury** at the time of the disappearance, wrecking, or sinking of the conveyance.

Tuition or Advice Expenses

If an **Insured Person** sustains a **Bodily Injury** or **Sickness** that results in a benefit being payable under Events 20, 21, 27 or 28, we will reimburse expenses incurred by the **Insured** or **Insured Person** for tuition or advice provided by a registered training organisation. This reimbursement is subject to our prior written agreement (which will not be unreasonably withheld or delayed) and requires evidence from a **Doctor** certifying that the tuition or advice is medically necessary or at least substantially beneficial in returning the **Insured Person** to work.

Reimbursement under this provision will be limited to the actual costs incurred, up to the amount shown in the **Policy Schedule** for a maximum of six (6) months.

The maximum amount payable for this benefit will be the amount shown in the **Policy Schedule** per **Insured Person** per claim.

Transport to and from Work Expenses

If an **Insured Person** sustains a **Bodily Injury** or **Sickness** that results in a benefit being payable under Events 20, 21, 27 or 28, we will reimburse expenses incurred by the **Insured** or **Insured Person** for a chauffeur, ride share service, or taxi service to and from the **Insured Person's** usual place of work and residence, if the **Insured Person** recovers sufficiently to return to work but is certified by a **Doctor** as being unable to drive or travel on public transport.

Reimbursement under this provision will be limited to the actual costs incurred, up to the amount shown in the **Policy Schedule** per **Insured Person** per claim.

Funeral Expenses

If an **Insured Person** suffers an **Accidental Death** which results in a valid claim being accepted by **Us** under Event 1, **We** will reimburse the **Insured** or the estate of the **Insured Person** up to the amount shown in the **Policy Schedule** for:

- a. all reasonable funeral, burial or cremation and associated expenses; and
- b. all reasonable expenses incurred in transporting the Insured Person's body or ashes to a place nominated by the legal representative of the Insured Person's estate.

Guaranteed Payment

If an **Insured Person** sustains a **Bodily Injury** or **Sickness** for which benefits are payable under Events 20 or 27, and upon receipt of proper medical evidence from a **Doctor** certifying that the period of **Temporary Total Disablement** will be at least twenty-six (26) continuous weeks, and **We** agree with this certification, **We** will immediately pay twelve (12) weeks of benefits as provided in the **Policy Schedule**. Any guaranteed payment will not exceed the total maximum **Benefit Period** shown in the **Policy Schedule**.

Escalation of Claim Benefit

After payment of a benefit under Events 20, 21, 27 or 28 for a continuous period of twelve (12) months, and again after each subsequent twelve (12) month period during which a benefit is paid, the benefit will be increased by 5% per annum. However, any continuation of benefits will still not exceed the total maximum **Benefit Period** as shown in the **Policy Schedule**.

GENERAL DEFINITIONS UNDER THE POLICY

In this **Policy** the following definitions apply:

Accident means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place to an **Insured Person**, and is not caused by deliberate actions or negligence. The word **Accidental** shall be construed accordingly.

Accidental Death means death which occurs resulting from a **Bodily Injury**.

Benefit Period means the maximum period of time for which a weekly benefit payment may be paid to or for the benefit of an **Insured**.

Bodily Injury means an injury to the body that arises solely from an **Accident**, occurring independently of any illness or other factors. Both the injury and the **Accident** must take place within the **Policy Period** while the **Insured Person** is covered under the **Policy**. **Bodily Injury** does not include:

- a. Any **Sickness**, illness, or disease, except for conditions directly resulting from medical or surgical treatment required due to the **Bodily Injury**; or
- b. Any **Pre-Existing Medical Condition**.

Civil War whether declared or not, means armed opposition, insurrection, revolution, armed rebellion or sedition.

Claimant means the **Insured**, an **Insured Person** or any other person entitled to make a claim under the **Policy**.

Close Relative means a **Spouse/Partner**, parent, parent-in-law, step-parent, 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.

Complete Fracture means a fracture in which the bone is completely broken into separate pieces.

Doctor means a medical practitioner or **Specialist** who is registered or licensed and legally qualified to practice medicine under the laws of the country in which they practice, other than the **Insured**, the **Insured Person**, a **Close Relative** of the **Insured Person** or an **Employee** or director of the **Insured**.

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

Excess Period means the period of time stated in the **Policy Schedule** immediately following an **Event** giving rise to a claim, during which no benefits are payable for **Temporary Total Disablement** or **Temporary Partial Disablement**.

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

Foot means the entire foot below the ankle.

Hairline Fracture means cracks in the bone.

Hand means the entire hand below the wrist.

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

Insured means the named company, organisation or person listed as the **Insured** in the **Policy Schedule** with whom **We** enter into the **Policy**. They are the contracting **Insured**.

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

Insured Person means such person or persons as defined in the **Policy Schedule** or declared to **Us** with respect to whom premium has been paid.

Limb means the entire arm from the shoulder to the **Hand** or the entire leg from the hip to the **Foot**.

Loss means in connection with:

- a. a **Limb, Permanent** physical severance of the **Limb** 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. **Hand, Foot, Finger, Thumb or Toe, Permanent** physical severance of the **Hand, Foot, Finger, Thumb or Toe** or **Permanent** loss of use of the **Hand, Foot, Finger, Thumb or Toe**;
- e. and which in each case is caused by **Bodily Injury**.

Non-Scheduled Flight(s) means travel on any flight that is not operating under a regular published flight schedule or timetable.

Other Fracture means any fracture not otherwise defined.

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

Permanent means lasting at least twelve (12) consecutive months and at the expiry of that period, in the opinion of a **Doctor**, is unlikely to improve.

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

- a. if the **Insured Person** is employed, they suffer a permanent loss of physical or mental function that prevents them from performing a significant part, but not all, of their usual occupation or business duties for which they are reasonably suited by education, training, experience, or skill; or

- b. if the **Insured Person** is not employed, they suffer a permanent impairment that limits their ability to engage in a significant portion of daily activities or any occupation for the remainder of their life, while under the regular care of and following the advice of a **Doctor**.

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

- a. if the **Insured Person** is employed, they are entirely and continuously unable to engage in any occupation or employment for which they are reasonably suited by education, training, experience, or skill; or
- b. if the **Insured Person** is not employed, they are entirely unable to engage in any occupation or daily activity for the remainder of their life, while under the regular care of and following the advice of a Medical Practitioner.

Policy means this document including the Product Disclosure Statement, the current **Policy Schedule**, any **Endorsements**, Supplementary Product Disclosure Statements and any other documents that **We** may issue and inform you that it forms part of the **Policy**.

Policy Period means the period shown in the **Policy Schedule** or such shorter time if the **Policy** is terminated.

Policy Schedule means the schedule attached to the **Policy** or any subsequently substituted **Policy Schedule**.

Pre-Existing Medical Condition means:

- a. any physical defect, condition, illness, or disease for which treatment, medication, or advice has been received or prescribed by a **Doctor** in the five (5) years before becoming an **Insured Person** under the **Policy**, or
- b. symptoms of any physical defect, condition, illness, or disease that a reasonable person would have recognised as related to an underlying issue in the three (3) calendar months before the **Insured Person's** coverage start date.

Professional Sport means any sport for which an **Insured Person** receives any fee or monetary reward because of their participation.

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

Salary means:

- a. If the **Insured Person** is an employee, the **Insured Person's** gross weekly rate of pay excluding overtime payments, bonuses, commissions and allowances averaged over the twelve (12) month period immediately prior to the date the disablement (with respect to which **We** have agreed to pay a claim under the **Policy**) commenced, or over such shorter period that an **Insured Person** has been continuously employed prior to the date of disablement as certified by a **Doctor**; or
- b. In the case of a self-employed person, the **Insured Person's** weekly pre-tax income derived from personal exertion, after deduction of all expenses necessarily incurred in connection with that income averaged over the twelve (12) month period immediately prior to the date the disablement (with respect to which **We** have agreed to pay a claim under the **Policy**) commenced, or over such shorter period that an **Insured Person** has been continuously self-employed prior to the date of disablement as certified by a **Doctor**.

Scope of Cover means the means the operative period for which a benefit is payable, as shown in the **Policy Schedule**.

Severe Cognitive Impairment means the **Insured Person** is diagnosed by a **Doctor** with a mental disorder directly caused by major head trauma from a **Bodily Injury**. The **Doctor** must determine that this condition permanently prevents the **Insured Person** from performing at least two of the following specified activities independently:

- a. Bathing – The **Insured Person's** ability to bathe themselves, whether by cleaning in the bath or shower (including entering or exiting the bath or shower) or by using alternative methods.
- b. Dressing – The **Insured Person's** ability to dress and undress themselves, including securing and unfastening all clothing and necessary braces, artificial limbs, or other surgical devices.
- c. Feeding – the **Insured Person's** ability to eat independently once food has been prepared and served.
- d. Toileting – the **Insured Person's** ability to use the toilet (with or without aids) or manage bowel and bladder function to maintain an acceptable level of personal hygiene
- e. Mobility – the **Insured Person's** ability to navigate their environment, whether by walking, using a wheelchair, or with the assistance of a walking aid (including mechanical or motorised devices).

Sickness means any illness, disease or syndrome suffered by the **Insured Person**, which is not a **Pre-Existing Condition** and which manifests itself during the **Policy Period**.

Simple Fracture means a break in the bone that does not involve a break in the skin and has no significant displacement or fragmentation.

Specialist means a **Doctor** referred to by another **Doctor** for their experience, qualification and training in a particular branch of medicine or surgery or in the treatment of a specific **Bodily Injury** or **Sickness**.

Spouse/Partner means an **Insured Person's** husband or wife and includes a de-facto or life partner who has continuously co-habited with the **Insured Person** for a period of ninety (90) consecutive days or more.

Temporary Partial Disablement means, in the opinion of a **Doctor**:

- a. if the **Insured Person** continues to be employed by the **Insured**, they are temporarily unable to perform a substantial part of their usual occupation or business duties, resulting in more than a twenty-five percent (25%) loss of income earned prior to the relevant Injury; or
- b. if the **Insured Person** ceases to be employed by the **Insured**, they are temporarily unable to engage in at least twenty-five percent (25%) of any occupation for which they may be reasonably suited by education, training, or experience, while under the regular care of and following the advice of a **Doctor**.

Temporary Total Disablement means, in the opinion of a **Doctor**:

- a. if the **Insured Person** continues to be employed by the **Insured**, they are temporarily unable to entirely and continuously engage in any aspect of their usual occupation or business duties; or
- a. if the **Insured Person** ceases to be employed by the **Insured**, they are temporarily unable to entirely and continuously engage in any occupation for which they may be reasonably suited by education, training, or experience, while under the regular care of and following the advice of a **Doctor**.

Tooth/teeth means a sound and natural permanent tooth but does not include first or baby teeth, implants, prostheses or other dental restorations

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not).

We/Our/Us means Delta Insurance Australia Pty Ltd (ABN 83 652 033 933), an Authorised Corporate Representative (CAR 001296353) of DIA Licence Pty Ltd (ACN 654 160 513) AFSL 535427, as the **Policy** issuer on behalf of Certain Underwriters at Lloyd's, led by Canopus Syndicate 4444.

GENERAL CONDITIONS AND PROVISIONS APPLICABLE TO THE POLICY

1. Aggregate Limits of Liability – Policy and Non-Scheduled Flight

- a. **We** shall not be liable to pay any benefits under the **Policy** in excess of the aggregate limit of liability. If this amount is not adequate to pay all claims in full, **We** will reduce the benefit payable to each **Insured Person** proportionately so that the total of all payments does not exceed the aggregate limit of liability.
- b. **We** shall not be liable to pay any benefits under the **Policy** in excess of the sublimit of liability applying to **Non-Scheduled Flights**. If this amount is not adequate to pay all claims in full, **We** will reduce the benefit payable to each **Insured Person** proportionately so that the total of all payments does not exceed the sublimit of liability.

2. Assistance and Co-operation

The **Insured** and **Insured Person(s)** shall co-operate with **Us** and, upon **Our** reasonable request, assist in making settlements, conducting proceedings, and enforcing any right of contribution or indemnity against any person or organisation who may be liable to the **Insured** because of **Bodily Injury** or damage covered under the **Policy**. **We** will keep the **Insured** informed of the status of any proceedings and consulted where appropriate. The **Insured** and **Insured Person(s)** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** or **Insured Person** shall not, except at their own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid to others at the time of the Accident.

The **Insured** and **Insured Person(s)** must frankly and honestly provide **Us** with all information and assistance required by **Us** and/or **Our** representatives in relation to any claim or loss. Any unreasonable failure to comply with this obligation may entitle **Us** to deny cover for the claim or loss, in whole or part. The **Insured** and **Insured Person** must do all things reasonably practicable to minimise **Our** liability in respect of any claim or loss.

3. Other Insurance

In the event of a claim, the **Insured** or **Insured Person** must inform **Us** of any other insurance they are entitled to claim under or have access to that covers the same risk.

4. Subrogation

If **We** pay an amount under the **Policy**, **We** will be subrogated to the **Claimant's** rights to recover an equivalent sum from any party other than the **Insured**, **Insured Person**, or other individuals covered by this **Policy**. The **Claimant** must sign any necessary documents and take any actions required to enable **Us** to enforce these subrogation rights. The **Claimant** must not take any steps that could jeopardise **Our** subrogation rights.

If the **Claimant** has entered into an agreement that excludes or limits **Our** subrogation rights to recover damages from a third party in relation to that loss, **We** may reduce the amount of the claim to the extent **Our** rights of recovery have been prejudiced. This means that if the **Claimant** has made an agreement with a third party that prevents **Us** from recovering the loss, it may impact the claim payment.

5. Change of Insured Person's Business Activities

We must be informed as soon as is reasonably practicable of any change to the **Insured's** business activities or an **Insured Person's** occupational duties from those advised at the start of the **Policy Period**. **We** reserve the right to review the conditions and premium applied and amend them as necessary. Where **We** have not been advised of any changes that are material to **Our** exposure, **We** may reduce **Our** liability if **We** have been disadvantaged in any way, to the extent permitted by law.

6. Cancellation

This **Policy** may be cancelled by the **Insured** at any time by giving **Us** notice in writing via email or post. Should the **Insured** cancel this **Policy**, **We** will retain a pro-rata proportion of the premium for the time the **Policy** has been in force. No refund will be provided if a claim has been paid or is forthcoming prior to cancellation. **We** may cancel this **Policy** or any section, in accordance with the circumstances prescribed by Section 60 of the **Insurance Contracts Act**, by providing the **Insured** with thirty (30) days' notice.

7. Currency

All benefits paid under the **Policy** are in AUD unless otherwise stated. Where expenses are lodged in a currency other than AUD, the expense will be converted using the exchange rate applicable at the time the expense was incurred.

8. Governing Law and Jurisdiction

The **Policy** is governed by the laws of the Commonwealth of Australia and the State or Territory where the **Policy** was issued. Any disputes relating to interpretation shall be submitted to the exclusive jurisdiction of the Courts of Australia.

9. Benefit Limitations

- a. Benefits will not be payable for more than one of the **Insured Events** 1-19 arising from the same **Bodily Injury**. In such cases, the highest applicable benefit will be paid.
- b. Any benefit payable for **Insured Events** 1-19 will be reduced by any benefit paid or payable under Event 20 or 21 in respect of the same **Bodily Injury**.
- c. No weekly benefits will be payable under Events 20, 21, 27, or 28 for more than 156 weeks in total for any one **Bodily Injury** or **Sickness**, unless otherwise stated in the **Policy Schedule**.
- d. Benefits will not be payable for more than one of the benefits described in Section C, Table 3 for Events 22 to 26 or in Section E, Table 5 for Events 29 to 32 for any single **Bodily Injury** or **Sickness**.
- e. We will pay one-fifth (1/5th) of the weekly benefits for each day of disablement if the disablement lasts for less than a week, after the expiry of the excess period for **Insured Events** 21 and 28.
- f. The weekly benefits payable for **Insured Events** 20, 21, 27, or 28 will be reduced by the amount of any other weekly benefit the **Insured Person** is entitled to receive under any workers' compensation, transport accident compensation scheme, or other insurance policy. The benefit payable under the **Policy** will be the amount by which the benefit under the **Policy** exceeds the other benefits to which the **Insured Person** is entitled.
- g. If, as a result of **Bodily Injury** or **Sickness**, benefits become payable under **Insured Events** 20, 21, 27, or 28 and the **Insured Person** suffers a recurrence of the same **Bodily Injury** or **Sickness**, the subsequent period of disablement will be considered a continuation of the prior period unless the **Insured Person** has returned to full-time work for at least 26 consecutive weeks. A new excess period will apply if deemed a new **Bodily Injury** or **Sickness**.
- h. No cover is provided under the **Policy** for **Insured Events** occurring on or after the date an **Insured Person** reaches the age of 65, unless otherwise indicated in the **Policy Schedule**.
- i. Unless directed otherwise, all benefits will be paid to the **Insured Person** or, in the case of death, to the **Insured Person's** legal personal representative.

GENERAL EXCLUSIONS APPLICABLE TO THE POLICY

We will not pay for that part of a claim which arises directly or indirectly out of:

- a. any **Insured Person** flying or engaging in any aerial activity except as a fare paying passenger on an airline with scheduled flights
- b. any **Insured Person** training for or participating in **Professional Sport** of any kind;
- c. Any intentional self-inflicted **Bodily Injury**, suicide, reckless behavior, or any illegal or criminal act carried out by the **Insured** or an **Insured Person**.
- d. **War or Civil War**, invasion, or an **Insured Person** taking part in a riot or civil commotion;
- e. any **Insured Person** either:
 - i. being under the influence of alcohol, where the **Insured Person** has a recorded blood alcohol concentration greater than the limit prescribed by the applicable governing authority whilst operating a motor vehicle, or
 - ii. being under the influence of any other drug, unless it was prescribed by a **Doctor** or specialist and taken in accordance with the **Doctor's** or specialist's advice provided it is not for the treatment of addiction to illegal drugs;
- f. directly or indirectly results from an **Insured Person** suffering from stress;
- g. is wholly or partly caused by childbirth or pregnancy or any complications of these.
- h. results from any **Pre-existing Medical Condition**;
- i. any action that would be contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Health Insurance Business) Rules as amended from time to time or the National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts or Rules;
- j. any **Insured Person** who is aged sixty-five (65) years of age or over. All cover with respect to an **Insured Person** shall cease upon their attaining sixty-five (65) years of age. This will not prejudice any entitlement to claim benefits which has arisen before an **Insured Person** has attained the age of sixty-five (65) years;
- k. any cover, payment, or benefit that would expose **Us** to any sanction, prohibition, or restriction under United Nations resolutions, or the trade or economic sanctions, laws, or regulations of Australia, the European Union, the United Kingdom, or the United States of America.
- l. nuclear reaction, nuclear radiation or radioactive contamination.



**Embrace
Change.**

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