

# calliden

## **Personal Accident & Illness**

Product Disclosure Statement & Insurance Policy

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### Personal Accident & Illness

### Product Disclosure Statement & Insurance Policy

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## Product Disclosure Statement

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Thank you for choosing Calliden for your Personal Injury and Illness Insurance.

This booklet is divided into two parts - the first part contains the Product Disclosure Statement and the second part contains the Policy Wording. It is important that you read this booklet carefully.

### Introduction

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This document is a Product Disclosure Statement (PDS) for the Calliden Personal Injury and Illness Insurance Policy and is also the Calliden Personal Injury and Illness Insurance Policy Wording.

This PDS is dated 1 June 2009 (ref: CCPA POA 0609) and is issued by:

Calliden Insurance Limited  
Level 7, 100 Arthur Street  
North Sydney NSW 2060  
Phone: 02 9551 1111  
Fax: 02 9551 1155

The PDS has been prepared to assist you in understanding the key features of the insurance Policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance Policy including its benefits, risks and information about how the insurance premium will be calculated. You should read it carefully. You should also read the Policy Wording for full details of the terms, conditions and limitations of the insurance cover.

### About the insurer

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The insurer of this policy and issuer of this PDS is Calliden Insurance Limited.

Calliden Insurance Limited (Calliden) ABN 47 004 125 268, is a wholly-owned subsidiary of Calliden Group Limited which is an Australian company listed on the ASX. It is authorised under the Australian Insurance Act 1973 (Cth) to conduct insurance business in Australia. That Act establishes a system of financial supervision of general insurers in Australia. As an authorised insurer, Calliden is regulated by the Australian Prudential Regulation Authority.

Calliden is also regulated under the Corporations Act 2001 and is the holder of an Australian Financial Services Licence (AFS Licence No 234438) issued pursuant to that Act. As a holder of an AFS Licence, Calliden is regulated by the Australian Securities and Investments Commission (ASIC).

Calliden specialises in manufacturing general insurance products for individuals, the SME sector and groups across metro and regional Australia.

You may contact Calliden in any of the following ways:

Tel: 02 9551 1111

Postal Address: PO Box 348, Milsons Point NSW 1565

Email: through our website [www.calliden.com.au](http://www.calliden.com.au)

### Significant Features and Benefits

Cover Provided	Description of Cover Provided
<b>Weekly Benefits – Injury and Illness</b>	In the event that you suffer an injury or illness that prevents you from working in your occupation, we will pay a weekly benefit calculated in accordance with the Policy and the limits set out in the schedule of up to 104 weeks.
<b>Increase in Claim Benefit</b>	Weekly benefits will be increased by 5% after you receive 52 weeks continuous benefits.
<b>Funeral Expenses</b>	Up to \$3,000 if an injury or illness covered by this Policy causes your death.
<b>Modification Expenses</b>	Up to \$6,000 for home, office and/or vehicle modification.
<b>Surgical Benefits</b>	As per scale up to \$5,000 maximum benefit.
<b>Permanent Partial Disablement Benefits</b>	Up to \$50,000.
<b>Broken Bones Benefit</b>	Up to \$3,000.
<b>Age</b>	Cover up to age 65 or as specified in the Schedule.

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## Product Disclosure Statement (cont'd)

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### Not everything is covered

Not everything is covered by the Policy - there are limitations. It is important that you read the Policy carefully to understand the extent of cover and its limitations. For example:

We will not pay weekly benefits for any illness directly or indirectly caused by:

- certain medical conditions including HIV, AIDS and any sexually transmitted disease;
- childbirth, pregnancy or miscarriage;
- a pre-existing illness which you knew about or ought reasonably have known about.

We will not pay weekly benefits for any injury directly or indirectly caused by:

- training for or participating in professional sport;
- drink driving;
- your use of alcohol or drugs;
- intentional self-injury or suicide.

Even in instances where this Policy will provide the cover you require, the cover may not be adequate for you because:

- the level of benefits which you have selected are less than what you actually require;
- your claim is made outside the period of insurance;
- the application of a waiting period means that the benefit you receive is less than you expect;
- we will only pay for one injury or illness at any one time.

If you do not comply with the Policy terms and conditions, for example, your duty of disclosure, we can refuse to pay part or all of a claim.

### Conditions

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You must meet certain conditions for your insurance cover to apply. For example, you must pay the premium. You should read the General Conditions section and make yourself aware of all the conditions that apply by reading the Policy Wording.

### Restrictions of cover

Cover in all sections of the Policy are subject to certain restrictions. For example, we only pay weekly benefits for earnings that you have actually lost. You should make yourself aware of all the restrictions on the cover provided by this Policy by reading the Policy Wording.

### Waiting Period

You may be prevented from making a claim for a period of time after first suffering an injury or illness. This is called a waiting period. During this time, you are still required to pay a premium. The waiting period is specified in the schedule.

### Cost of your Policy

The amount that we charge you for this insurance is called the premium. The premium is the total we calculate when considering all of the factors which make up the risk, such as:

- your age;
- the condition of your health;
- the level of cover you elect;
- details of prior claims, uninsured losses and/or incapacity.

The cost of your policy is made up of your premium plus government taxes such as GST, stamp duty and fire service fees and may also include a fee for the issue of documentation depending on whether or not you purchased your insurance over the internet. The amount of your premium is shown on your policy schedule.

### Payment of your premium

You can either pay your premium directly to us or via your employer in one annual premium or in monthly instalments.

If you pay an annual premium and we have not received your premium by the due date or your payment is dishonoured, this Policy will not operate and you will not be covered.

If you pay your premium by instalments and the first payment when taking out the Policy or renewal is not received by us by the due date or the payment is dishonoured, this Policy will not operate and you will not be covered.

If you pay your premium by instalments, and one instalment remains unpaid for:

- 14 days, we may refuse to pay a claim;
- 1 month, we may cancel your Policy.

If you make a claim under this Policy, you must continue to pay your premium and you are responsible for ensuring that your premium continues to be paid. If you do not continue to pay your premium, we may refuse to pay your claim or cancel your Policy.

For more detailed information regarding payment of your premium refer to the 'Paying your Premium Directly to Us' section.

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## Product Disclosure Statement (cont'd)

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### GST

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If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay. The amount that we are liable to pay under this policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the premium you have paid, you must inform us of the extent of that entitlement at or before the time you make a claim under this policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium. If you are liable to pay an excess under this policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the excess. If you are unsure about the taxation implications of this policy, you should seek advice from your accountant or tax professional.

### Cooling off period

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There is a 21 day cooling off period. If you are not completely satisfied with your Policy you can cancel it by contacting us in writing within 21 days of the date of issue of your Policy. We will refund your premium less any non refundable government charges and taxes that we have paid. You do not have a right to cancel your Policy if you make a claim for any incident within the 21 day period. For cancellation rights after the 21 day period, please read the "Paying Your Premium Directly To Us" section.

### Duty of disclosure

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Whether you are entering into a policy for the first time or are proposing to renew, vary, extend or reinstate a policy you have a duty of disclosure.

#### Your duty of disclosure for new policies

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

#### Your duty of disclosure for renewals

If you have already entered into a policy and you are proposing to renew, vary, extend or reinstate the policy, your duty of disclosure changes. You have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

#### Who needs to tell us?

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

#### What you are not required to disclose

Your duty does not require disclosure of matters that:

- reduce the risk;
- are common knowledge;
- we know or, in the ordinary course of our business, ought to know; and
- we have indicated we do not want to know.

#### If you do not tell us

If you do not answer our questions in this way or disclose everything you know, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat this policy as never having been in force.

### What to do if you have a dispute or a complaint

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#### How you can resolve a complaint you have with us

If you would like to make a complaint, we will do everything we can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how you can lodge your complaint and how Calliden will try to resolve it.

You may contact us at any time if you are dissatisfied with any matter relating to your insurance with Calliden, including:

- our decision on your claim;
- our handling of your claim;
- the service of our representatives, assessors, loss adjusters or investigators; and
- your insurance policy.

#### Contact us

- If you have a complaint regarding your claim, please contact your claims consultant
- If you have a complaint regarding your insurance policy, please contact us on 02 9551 1111 and we will try to resolve your complaint straight away or you can write to us at:  
Fax: 02 9551 1155  
Address: PO Box 348, Milsons Point NSW 1565.

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## Product Disclosure Statement (cont'd)

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### How we resolve complaints

- We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request
- We will handle all complaints without cost to you
- A complaints consultant will be assigned to the management of your complaint and will acknowledge your complaint within two business days of receipt. If further information is required to consider the complaint, it will be requested at this time
- The complaints consultant will aim to resolve your complaint within a further 13 business days. In certain circumstances a longer period may be required, and we will request a later response date
- The outcome of the complaint will be advised to you in writing, stating our reasons and any corrective action that will be undertaken.

### If your complaint is still unresolved

If we cannot resolve your complaint within 15 business days or you are not happy with our response to your complaint, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 78 08 08 or visit [www.fos.org.au](http://www.fos.org.au)

If the FOS is unable to address your complaint then Calliden may be able to provide you with details of an alternative external dispute resolution service.

### Don't prevent our right to recovery

We will not compensate you for any loss or damage that is covered by this policy where:

- another person or party would be liable to compensate you, or hold you harmless, for part of or all of that loss or damage, and
- you have agreed with that person or party, either before or after the inception of this policy, that you will not seek recovery from them.

### Privacy statement

Calliden respects your privacy and operates at all times in accordance with its privacy policy. This privacy notification provides a summary of how Calliden treats your privacy, and it is recommended that you read the policy in conjunction with this notice.

Calliden collects personal information to assess your request for insurance, to administer your policy, provide other insurance services as requested by you, and also to notify you about other Calliden services or promotions from time to time. At the time of collecting your information we will inform you of the purpose for the collection and the consequences if you choose not to provide the information.

In order to provide its insurance services Calliden may need to share your information with third parties including your agent or broker and Calliden's reinsurers and claims providers (for a full list see Calliden's privacy policy).

In accordance with Calliden's privacy policy you may obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

- Obtain the privacy policy online at [www.calliden.com.au](http://www.calliden.com.au)
- By phone 02 9551 1111
- By email to [privacy@calliden.com.au](mailto:privacy@calliden.com.au)
- By letter to Privacy Officer, PO Box 348, Milsons Point, NSW 1565

### General Insurance Code of Practice

Calliden is a signatory to the General Insurance Code of Practice (Code). The Code aims to raise standards of service between insurers and their customers. Calliden's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact us or the Financial Ombudsman Service on 1300 78 08 08 or visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

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# Personal Injury and Illness Insurance Policy

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## Introduction

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This is the Personal Injury and Illness Policy Wording. Please read it carefully to ensure that it meets **your** needs. If **you** have any queries, please contact Calliden or **your** insurance adviser.

**Your Policy** is a contract of insurance between **you** and Calliden. **Your Policy** is made up of:

- this Policy Wording;
- the most current **Schedule** issued by **us**;
- any endorsements; and
- any other change advised by **us** in writing.

Please keep **your Policy** documents in a safe place.

This Policy Wording contains four sections:

- **Section 1:** Weekly Injury and Illness Benefits
- **Section 2:** Capital Benefits
- **Section 3:** Broken Bones Benefit
- **Section 4:** Additional Benefits

## Definitions

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**Accident** or **Accidental** means a sudden, unforeseen and unexpected event, happening by chance.

**Application** means the form completed by **you** and any other information given to **us** either in writing or verbally when applying for this **Policy**.

**Benefit Period** means the maximum number of weeks (shown in **your Schedule** as the "benefit period") **we** will pay weekly benefits following **Injury** or **Illness**.

**Earnings** means:

- a) if **you** are self-employed or a working director, **your** gross weekly income earned from personal exertion:
  - excluding costs and expenses incurred in deriving that income;
  - averaged over the twelve months immediately prior to **Injury** or **Illness** or any shorter period that **you** have been engaged in **your Occupation**;
  - excluding bonuses, commissions, overtime payments or allowances.
- b) if **you** are a salaried employee, **your** gross weekly base rate of pay:
  - excluding bonuses, commissions, overtime payments and allowances;
  - averaged over the twelve (12) months immediately prior to **Injury** or **Illness** or any shorter period that **you** have been continuously employed.

c) if **you** are a total cost or salary packaged employee, the gross weekly value of **your** income package:

- earned from personal exertion and including but not limited to wages, salary, car and/or travelling allowances, home loan or rental subsidy, clothing and/or meal allowances, club subscriptions and fees;
- before personal deductions and income tax;
- excluding bonuses, commissions, overtime payments and other allowances;
- averaged over the twelve (12) months immediately prior to **Injury** or **Illness** or any shorter period that **you** have been continuously employed.

In the event of a claim, **you** may be required to substantiate **your Earnings**.

**Electronic Data** means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

**Employer** means the person or company listed in the **Schedule** as "your employer".

**Fingers** or **Toes** whether in the singular or plural means the digits of a hand or foot.

**Illness** means sickness or disease contracted by **you** after the commencement of the **Period of Insurance** and for which **you** first seek medical advice during the **Period of Insurance** and which results solely and directly and independently of any other cause in **Temporary Total Disablement** or **Temporary Partial Disablement** provided such **Temporary Total Disablement** or **Temporary Partial Disablement** occurs during the **Period of Insurance** and continues for a period of more than 7 consecutive days from the date that **you** commence treatment from a physician for the sickness or disease.

- **Injury** means bodily injury to **you** resulting from an accident caused by violent, external and visible means:
- which is not an **Illness** or any degenerative condition; and
- which accident occurs during the **Period of Insurance**; and
- which occurs solely, directly and independently of any other cause, including pre-existing conditions; and



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## Personal Injury and Illness Insurance Policy (cont'd)

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- provided that the injury results in any of the events specified in the Table of Events within 12 calendar months from the date of such injury.

**Limb** whether in the singular or plural means an arm at or above the wrist or a leg at or above the ankle.

**Occupation** means **your** usual occupation, business, trade or profession as shown in the **Schedule**.

**Period of Insurance** means the period stated in the **Schedule**, as limited by the operation of cover stated in the **Schedule**.

**Permanent** as used with respect to disablement means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

**Physician** means a person who is recognised by the laws of the jurisdiction in which treatment is received as qualified to treat the **Illness** or **Injury** and who is not a relative of **you**.

**Policy** means this Policy Wording, the **Schedule** and the **Application**.

**Premium** means the amount that **we** charge **you** for the **Policy**, including any statutory charges such as GST and Stamp Duty.

**Relative** means **your**:

- husband, wife or defacto partner who has continuously lived with **you** for at least 3 months before any event giving rise to a claim under this **Policy**;
- unmarried dependant children who at the time of any event giving rise to a claim under this **Policy** are under 19 years of age or under 25 years of age and are full-time students studying for a tertiary education;
- parent or sibling.

**Schedule** means the document **we** give **you** which sets out the details of **your** insurance cover, and any special provisions, limits or endorsements. **You** will receive a **Schedule** when **you** first take out **your** insurance cover and again when the **Policy** is renewed or changed.

**Temporary Partial Disablement** means that as a result of **Injury** or **Illness**, **you** are prevented from working in **your** usual **Occupation** for more than 50% of **your** normal base hours.

**Temporary Total Disablement** means that as a result of **Injury** or **Illness**, **you** are prevented entirely from working in **your** usual **Occupation**.

**Waiting Period** means the number of days listed in the **Schedule**.

**You/your** means the person whose name is set out in the **Schedule** as the insured person or who comes within the description of **Insured Persons** stated in the **Schedule** and for whom premium has been paid or agreed to be paid.

**We/our/us** means Calliden Insurance Limited (Calliden) ABN 47 004 125 268 (AFS Licence No 234438).



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## Section 1 – Weekly Injury and Illness Benefits

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### What is covered

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**We** will pay **you** a weekly benefit, on the basis set out below, if:

- because of **Injury** which occurs during the **Period of Insurance**, **you** are prevented from working in **your Occupation** within twelve (12) months of the **Injury** occurring;
- because of **Illness** which occurs during the **Period of Insurance**, **you** are prevented from working in **your Occupation**.

### Payment of Weekly Benefits

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**We** will pay **you** a weekly benefit following **Injury** or **Illness** as follows:

- for **Temporary Total Disablement** caused by **Injury** or **Illness**, **we** will pay the weekly benefit shown in the **Schedule** as “weekly benefit for temporary total disablement”;
- for **Temporary Partial Disablement** caused by **Injury** or **Illness**, **we** will pay the weekly benefit shown in the **Schedule** as “weekly benefit for temporary partial disablement”;
- for both total and partial disablement caused by **Injury** or **Illness**, **we** will pay weekly benefits for the **Benefit Period** only;
- weekly benefits will be paid after the **Waiting Period** has expired.

### What is not covered

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**We** will not provide cover under this section of the **Policy**:

- if **you** have sought medical treatment or advice for a condition the subject of a claim under this Section of the **Policy**, from a physician, physiotherapist, chiropractor or naturopath before this insurance commenced or if any condition has been aggravated during the **Period of Insurance** and/or is a degenerative condition, unless **we** have agreed to cover the condition and it is shown in **your Schedule**;
- if **you** are on maternity or unpaid leave;

### Restrictions on what we cover under Section 1

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- **we** will only pay weekly benefits for **Earnings** that **you** have actually lost;
- **we** will not pay weekly benefits in excess of a total period of 104 weeks in respect of any one **Injury** or **Illness**;
- **we** will only pay weekly benefits if as soon as possible after the happening of an **Injury** or **Illness** giving rise to a claim, **you** procure and follow proper medical advice from a physician;
- **we** will reduce **our** payment for any weekly benefit by any other benefits **you** are entitled to receive for or under:

- any statutory workers compensation or transport accident scheme;
- any Workers Compensation legislation;
- all other Workers Compensation legislation carve-out, top up or similar arrangements unless specifically agreed;
- any income **you** receive from employment of any sort;

In some cases, this may mean that **we** will reduce **our** payment of any weekly benefit to nil;

- where **you** suffer a recurrence of an **Injury** or **Illness** from the same or related cause or causes:
  - for which **you** have claimed weekly benefits under this **Policy**; and
  - **you** first consult a physician for that recurrence while this **Policy** is in force;
  - there has been a period of less than six (6) months between **your** return to work in **your Occupation** and the recurrence;

it will be treated as a continuation of the original claim and will not be subject to a new **Waiting Period**. This is the only circumstance in which **we** will pay **you** weekly benefits for recurrence of an **Injury** or **Illness** covered by this **Policy**.

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## Section 2 - Capital Benefits

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### Restrictions on what we cover under Sections 2 and 3

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- A **Benefit Amount** will not be payable for more than one of the Events 1 to 15 under Section 2 in respect of the same **Injury**.
- Any **Benefit Amount** payable under Sections 2 and 3 shall be paid in addition to any **Benefit Amount** already paid for under Section 1 in respect of the same **Injury**.
- After the occurrence of any of the Events 2 to 6(a) under Section 2, all cover with respect to **you** under Section 2 shall cease.
- The **Benefit Amount** payable to **you** if **you** are under 18 years of age for Event 1 (Death) under Section 2 will be 10% of the Personal Injury Sum Insured stated in the Schedule of Sums Insured or \$10,000, whichever is less, unless otherwise specified.
- **We** will pay **you** the Benefit stated in the Table of Events if as the result of an Injury you are exposed to the elements and as a result of that exposure within twelve (12) months **you** suffer an event set out in the Table of Events.
- If **your** body is not found within twelve (12) months after an **Accident** involving the conveyance in which **you** were travelling, death will be presumed in the absence of any evidence to the contrary.
- The **Death Benefit** amount set out in the Table of Events shall become payable, subject to a signed undertaking by the Beneficiary that if **you** are subsequently found alive, such **Death Benefit Amount** shall be refunded to **us**.

## Section 2 - Capital Benefits (cont'd)

### Table of Events

#### Coverage Section 2 - Capital Benefits

The Events	The Benefit Amount
<b>Accidental Bodily Injury resulting in:</b>	(each Insured Person) being a percentage of the Personal Injury Sum Insured stated in the Schedule of Sums Insured.
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable paralysis of all Limbs	100%
4. Permanent Total loss of sight of one or both eyes	100%
5. Permanent Total loss of use of one or more Limbs	100%
6. Permanent total loss of the lens of a) both eyes b) one eye	100% 50%
7. Permanent total loss of hearing of a) both ears b) one ear	75% 15%
8. Third degree burns and/or resultant disfigurement which cover more than 40% of the entire external body	50%
9. Permanent Total loss of use of four Fingers and thumb of either hand	70%
10. Permanent Total loss of use of four Fingers of either hand	40%
11. Permanent Total loss of use of the thumb of either hand a) both joints b) one joint	30% 15%
12. Permanent Total loss of use of Fingers of either hand a) three joints b) two joints c) one joint	10% 7% 5%
13. Permanent Total loss of use of Toes of either foot a) all - one foot b) great - both joints c) great - one joint d) other than great - each Toe	15% 5% 3% 1%
14. Shortening of leg by at least 5cm	7%
15. Permanent Partial Disablement not otherwise provided for under Events 5 to 14	Such percentage of the Personal Injury Sum Insured as <b>we</b> at <b>our</b> absolute discretion determine being in <b>our</b> opinion not inconsistent with the Benefit Amount provided under Events 7 to 14. The maximum Sum Insured under Event 15 is \$50,000.

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## Section 3 - Broken Bones Benefit

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### Coverage Section 3 - Broken Bones Benefit

The Events	The Benefit Amount
<b>Injury resulting in:</b>	
1. Broken Bones Benefits - Accidental Bodily Injury	
a) Neck or spine (full break)	\$3,000
b) Hip, pelvis	\$2,000
c) Skull, shoulder blade	\$600
d) Collar bone, upper leg	\$500
e) Upper arm, kneecap, forearm, elbow	\$500
f) Lower leg, jaw, wrist, cheek, ankle, hand, foot	\$200
g) Ribs (per rib)	\$200
h) Thumb, Finger, Toes (per thumb, finger, toe)	\$150
Maximum Compensation any one Injury	\$3,000

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## Section 4 - Additional Benefits

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### Increase In Claim Benefit

If **we** pay **you** weekly benefits under Section 1 of this **Policy** for the same **Injury** or **Illness** for more than 52 consecutive weeks and again after each subsequent period of twelve (12) months during which weekly benefits are paid, **we** will increase **your** weekly benefit in the **Benefit Period** by 5% per annum compound.

### Funeral Expenses

**We** will pay up to an additional \$3,000 for funeral expenses incurred in the event that an **Injury** or **Illness** covered by this **Policy** results in **your** death.

### Modification Expenses

If **we** pay **you** weekly benefits under Section 1 of this **Policy**, **we** will also pay up to \$6,000 for the costs incurred by **you** to modify **your** home, office or vehicle if:

- **we** consider that this is reasonable and necessary; and
- **your** physician agrees

Cover under this Additional Benefit is conditional upon **us** agreeing to **this** before **you** incur any costs of modification.

If any portion of **your** modification expenses are recoverable from any other source, **you** will not be covered under this Additional Benefit for any costs relating to those modification expenses.

### Surgical Benefits

**We** will pay up to \$5,000 for **Surgical Costs** incurred by **you** which arise from an **Injury** or **Illness** covered by this **Policy** provided that the **Surgical Costs** are not recoverable from any other source and payment of such costs is not in breach of any Health Act or legislation preventing **us** from paying the costs.

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## General Conditions Applying to All Sections of the Policy

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### Alteration of Risk

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**You** must immediately notify **us** in writing of any changes **you** know of which materially alter any of the facts or circumstances that existed at the commencement of **your Policy**.

Examples of some these circumstances are when:

- **your Occupation** has changed; or
- **your** income has decreased.

### Cancellation of the policy

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**You** can cancel this **Policy** at any time by notifying **us** in writing.

**We** have the right to cancel this **Policy** if:

- **you** make a misleading statement to **us** when **you** apply for **your** insurance;
- **you** fail to tell **us** anything **you** should tell us when you apply for this **Policy**, renew this **Policy** or when **you** change or reinstate this **Policy**;
- **you** fail to comply with a provision of this **Policy**;
- **you** fail to pay the **Premium** for this insurance;
- **you** have made a fraudulent claim under this **Policy** or under some other contract of insurance (whether with **us** or some other insurer) that provides insurance cover during any part of the period of the **Policy**.

If **we** cancel this **Policy**, **we** will advise **you** in writing. If **your Policy** is cancelled, for any period during which the **Policy** has been in force, **we** are entitled to keep a pro rata proportion of the **Premium**. If **you** have requested the cancellation, **we** may also charge or deduct a cancellation fee from any refund.

### Provisions and Definitions

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Where a specific provision is in conflict with a general provision or definition the specific provision or definition will apply.

### The law that applies to this policy

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Any disputes arising from this **Policy** will be determined by the Courts, and in accordance with the laws, of the State or Territory where this **Policy** is issued.

### How we will communicate

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All communications **you** are required to give or make under the **Policy** must be sent in writing to **us**.

All communications **we** are required to give or make under the **Policy** will be sent in writing to **you** at the address specified in the **Schedule** or as notified by **you** from time to time.

All communications sent by post to **you** or **your** appointed agent will be deemed to have been received by **you** on the third day following the day of posting.

### Other Insurance

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**You** must advise **us** in writing of any insurance already effected or which may subsequently be effected providing, whether in total or in part, insurance provided under the **Policy**.

### Interpretation

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The singular includes the plural and vice versa, unless the context otherwise requires. A reference to a person includes a body corporate, an unincorporated body or other entity. Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

### Severability

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A provision of the **Policy** that is illegal or unenforceable may be severed from this **Policy** and the remaining provisions of this **Policy**, or parts thereof, continue in force.

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## Paying Your Premium Directly To Us

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### Paying your Annual Premium

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If **you** pay an annual **Premium** and **you** have not paid **your Premium** by the due date or **your** payment is dishonoured, this **Policy** will not operate and **you** will not be covered.

### Paying by instalments

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If **you** are paying the whole or part of the **Premium** by instalments, and one instalment of **Premium** remains unpaid for at least 14 days, **we** may refuse to pay a claim altogether. If one instalment of **Premium** is unpaid for at least one month, **we** may cancel the **Policy**. If a claim under the **Policy** requires a weekly benefit or **Additional Benefit** to be paid, **you** must continue to pay **your Premium**. If **you** do not continue to pay **your Premium**, and one instalment of **Premium** remains unpaid for 14 days, **we** may refuse to pay **your** claim for the **Additional Benefit** or stop any payments of weekly benefits. If one instalment of **Premium** is unpaid for at least one month, **we** may cancel the **Policy**.

### Paying your Premium via Your Employer

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If **your Employer** is paying **your** premium to **us** on your behalf, the following will apply:

- **you** are responsible for ensuring that **your Employer** has the appropriate authority to pay **your Premium** to **us** on **your** behalf;
- if **your Employer** is paying **your Premium** on **your** behalf as an annual **Premium** and the **Premium** is not paid within 60 days by the due date or the payment is dishonoured, this **Policy** will not operate and **you** will not be covered.
- if **your Employer** is paying the whole or part of **your Premium** on **your** behalf by instalments, and one instalment of **Premium** remains unpaid for at least 30 days, **we** may refuse to pay a claim altogether. If one instalment of **Premium** is unpaid for at least 60 days, **we** may cancel the **Policy**.
- if failure to pay **your** annual **Premium** or instalment of **your Premium** as set out above is as result of an administrative error of **your Employer**, **we** may decide to continue **your** cover under this **Policy** if **your Employer** is able to demonstrate to our satisfaction, failure to pay as set out above was as a result of an administrative error and the **Premium** is paid within 7 days of discovering the administrative error;

- if **you** resign **your** employment or **your** employment is terminated and **your Employer** has been paying **your Premium** to us on **your** behalf, it is **your** responsibility to ensure that **we** receive payment of **your Premium**. The conditions of cover listed above under "Paying your premium directly to us" will apply.
- if a claim under the **Policy** requires a weekly benefit or **Additional Benefit** to be paid, **you** must continue to pay **your Premium** and it will be **your** responsibility to ensure that **your Premium** continues to be paid. If **you** do not continue to pay **your Premium**, and one instalment of **Premium** remains unpaid for 14 days, **we** may refuse to pay **your** claim. If one instalment of **Premium** is unpaid for at least one month, **we** may cancel the **Policy**.

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## Claims Procedures

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In the event of **Injury** or **Illness**, **you** must immediately:

- obtain and follow proper medical advice from a physician;
- obtain a medical certificate from a physician confirming the **Injury** or **Illness**.

In order to make a claim **you** must:

- contact **us** or **your** insurance intermediary as soon possible;
- complete and submit **our** claim form within 28 days or 28 days of being able to do so if **we** require;
- provide **us** with all information **we** may reasonably require including a medical certificate.

After making **your** claim **you** must:

- provide details of any other insurance that covers or may cover the same **Injury** or **Illness**;
- provide at **your** own expense all medical evidence which **we** may reasonably require to assess the claim;
- undergo, at **our** expense, any medical examination which **we** reasonably require to assess the claim; and
- continue to be a resident of Australia.

In the event of **your** death, **we** will make the claim payment for funeral expenses to **your** estate or personal legal representatives following funeral expenses being incurred. For payment of any other Additional Benefit or weekly benefits, **we** will make the claim payment to **you**.

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## General Exclusions Applying to All Sections

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- **We** will not pay for any **Injury** or **Illness** directly or indirectly caused or contributed to by, or in consequence of:
  - Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any virus, complex or syndrome that is related to the foregoing or any sexually transmitted disease;
  - self inflicted injury or suicide or attempted suicide;
  - childbirth, pregnancy or miscarriage;
  - elective cosmetic surgery and recovery following any such surgery;
  - a pre-existing **Illness** which **you** knew about or ought reasonably have known about;
  - any **Injury** that was suffered before this insurance commenced;
  - **you** abusing or having abused, or being under the influence of alcohol or drugs other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by **you**;
  - driving a motor vehicle whilst having a percentage of alcohol in **your** breath or blood in excess of that permitted by law;
  - asbestos or any materials containing asbestos in whatever form or quantity.
- **We** will not pay any claim if **you**, or anyone acting on **your** behalf or with **your** knowledge or connivance, should make a claim knowing or reasonably suspecting the same to be false or fraudulent. Making a fraudulent claim is a criminal offence. **We** may report to the police any person who lodges a fraudulent claim.
- **We** will not pay for any **Injury** or **Illness** directly or indirectly caused or contributed to by, or in consequence of any:
  - riot in which **you** are participating;
  - criminal act or criminal activity;
  - war, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war;
  - mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above;
  - nuclear reaction, nuclear radiation or radioactive contamination; or
  - act of terrorism or any action taken in controlling, preventing or suppressing or in any way relating to any act of terrorism.



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## General Exclusions Applying to All Sections (cont'd)

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For the purposes of this clause an act of terrorism includes any act, or preparation in respect of action or threat of action, designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons;
- involves damage to property;
- endangers life other than that of the person committing the action;
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.
- **We** will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of **you** engaging in or taking part in any of the following:
  - professional sporting activities including training;
  - driving or riding or being a passenger in any kind of race;
  - naval, army, air force or any type of military service or operation;
  - any hazardous pursuits including but not limited to hang-gliding, parachuting, para-gliding, rock climbing or bungee jumping;
  - flying except as a fare-paying passenger on an airline with scheduled flights.
- **We** will not pay for any claim arising directly or indirectly from or in connection with:
  - total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation, or misappropriation of **Electronic Data**;
  - error in creating, amending, entering, deleting or using **Electronic Data**;
  - total or partial inability or failure to receive, send, access or use **Electronic Data** for any time at all;
- any liability for any **Injury** suffered while **you** are travelling to or from **your** employment where such liability is imposed or implied under any workers compensation act or other similar law, act or ordinance;
- any liability where the **Injury** was caused by a motor vehicle that is required to be registered and insured by any legislation or competent authority;
- depression, anxiety, stress, mental anguish, shock, fright, mental injury or psychological, psychiatric or psychosomatic disorder. This exclusion does not apply to **Additional Benefit** "Traumatic Event";
- overseas travel exceeding three months.
- **We** will not pay any claims under any section of the **Policy** if **you** are less than 16 years of age or more than 65 years of age at the time **you** suffer any **Injury** or **Illness**.
- **We** will not pay weekly benefits for more than one **Injury** or **Illness** at any one time.

**calliden**  
group

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