

Personal Accident & Sickness

Product Disclosure Statement and Policy Wording



Motor | Liability | Accident & Sickness

Call **1300 650 670** or email **brokers@rynoinsurance.com.au**
rynoinsurance.com.au



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Part A – Important Information

The Purpose of this PDS

This Product Disclosure Statement (PDS) contains important information to assist You to:

- decide whether this product will meet Your needs; and
- compare this product with any other products You may be considering.

You may be considering.

For full details of the benefits, limitations, exclusions, terms and conditions You should read the PDS carefully.

The Insurer

The Insurer of this Policy and the issuer of this PDS is certain underwriters at Lloyd's.

Since the late seventeenth century, the name Lloyd's has been synonymous with insurance. Many of the world's leading underwriters are based at Lloyd's. The market is internationally renowned and has an impeccable claims record.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia, and strives to comply with the agreement it has made under the General Insurance Code of Practice.

Lloyd's Australia is authorised under the Australian Insurance Act 1973 (Cth) to conduct insurance business in Australia. The Act establishes a system of financial supervision of general insurers in Australia.

You can contact Lloyd's in Australia at:

Lloyds Australia Limited
 Level 9, 1 O'Connell Street
 Sydney NSW 2000
 Phone: (02) 8298 0783
 Fax: (02) 8298 0788
 Email: idraustralia@lloyds.com

Ryno Insurance Services

Ryno Insurance Services is a specialist division of East West Insurance Brokers Pty Ltd ABN 83 010 630 092, Australia Financial Services Licence No. 230041, established in 1984.

Ryno Insurance Services issues this Personal Accident & Sickness Insurance Policy under a binding authority given to it by the Insurer to administer and issue policies, alterations and renewals and manage claims. For all of the services that Ryno Insurance Services provides in relation to this Policy, it acts on behalf of the Insurer and not for You.

Ryno Insurance Services does not guarantee any benefits payable under the Personal Accident & Sickness Policy.

How to Contact Us

If **You** have any questions or would like further information about the **Policy** or the **PDS**, **You** may contact Ryno Insurance Services:

GENERAL ENQUIRIES		CLAIMS	
Telephone	1300 650 670	Telephone	1300 650 670
Fax	1300 797 768	Fax	1300 797 768
Email	brokers@rynoinsurance.com.au	Email	claims@rynoinsurance.com.au
Website	www.rynoinsurance.com.au	Website	www.rynoinsurance.com.au
Postal	PO Box 239, Coopers Plains QLD 4108		
Visits	19 Rosedale Street, Coopers Plains QLD 4108		
Broker	Through Your appointed Insurance Broker		

Cooling-Off Period

We will refund all **Premiums** for cover under the **Policy** if **You** request cancellation of the **Policy** within 21 days of its commencement. To do this **You** must advise **Us** in writing. **You** are not entitled to a refund if **You** have made a claim under the **Policy** during the cooling-off period.

How do We protect Your Privacy?

Ryno Insurance Services is committed to protecting the privacy of the personal information **You** provide to **Us** in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

We collect **Your** personal information to assess **Your** application for insurance, administer **Your Policy** and pay **Your** claims.

If **You** do not provide the information that **We** request, **Your** insurance application may not be accepted, or **We** may not be able to administer **Your Policy** or a claim. Also, **You** may breach **Your** duty of disclosure, the consequences of which are set out in the duty of disclosure section of this PDS.

We may need to share **Your** information with others to decide whether to accept **Your Policy**, administer **Your Policy** and manage and pay **Your** claims. To allow **Us** to do this and to otherwise operate **Our** business **Your** personal information may be given to and used by the following:

The **Insurer** of this **Policy** is certain underwriters at Lloyd's and its own employees and agents. The **Insurer** is located in the United Kingdom. When **Your** information is disclosed to the **Insurer** it will be protected by the Data Protection Act 1998 (UK) which contains similar protection to the Australian Privacy Principles.

Claims adjusters, lawyers and other people appointed by **Us** or the **Insurer**, or on **Our** behalf or the **Insurer's** behalf for claims handling purposes.

By submitting **Your** personal information to **Us**, **You** agree to **Us** using and disclosing **Your** personal information this way. This consent to the use and disclosure of **Your** personal information remains valid unless **You** alter or revoke it by giving **Us** written notice.

We may also use **Your** information to notify **You** about other products or promotions from time to time. We always give **You** the option of electing not to receive these communications. Please let **Us** know if **You** do not wish to receive this information.

If **Your** details or personal information changes **You** should notify **Us** in writing, so **We** can ensure that information **We** hold about **You** is accurate, complete and up-to-date.

For details of **Our** policy on access to and collection of personal information **We** hold and how to make a complaint regarding privacy please download a copy of **Our** privacy policy from **Our** website. Complaints regarding privacy can be made to the Privacy Officer at Ryno Insurance Services on 1300 650 670 or by email to privacy@rynoinsurance.com.au, or by letter addressed to the Privacy Officer, Ryno Insurance Services, PO Box 239, Coopers Plains, Qld 4108.

Your Duty of Disclosure

You have a Duty of Disclosure under law which requires that before a **Policy** is entered into, **You** must give **Us** certain information **We** need to decide whether to insure **You** and anyone else under the **Policy**, and on what terms. **Your** Duty of Disclosure differs depending on whether **You** are entering into a new **Policy** or not.

New Policy

Before **You** enter into an insurance contract, **You** have a duty of disclosure under the Insurance Contracts Act 1984.

If **We** ask **You** questions that are relevant to **Our** decision to insure **You** and on what terms, **You** must tell **Us** anything that **You** know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until **We** agree to insure **You**.

If You do not tell Us something

If **You** do not tell **Us** anything **You** are required to tell **Us**, **We** may cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim, or both.

Renewals

Before **You** renew this contract of insurance, **You** have a duty of disclosure under the Insurance Contracts Act 1984.

If **We** ask **You** questions that are relevant to **Our** decision to insure **You** and on what terms, **You** must tell **Us** anything that **You** know and that a reasonable person in the circumstances would include in answering the questions.

Also, **We** may give **You** a copy of anything **You** have previously told **Us** and ask **You** to tell **Us** if it has changed. If **We** do this, **You** must tell **Us** about any change or tell **Us** that there is no change.

If **You** do not tell **Us** about a change to something **You** have previously told **Us**, **You** will be taken to have told **Us** that there is no change.

You have this duty until **We** agree to renew the contract.

If You do not tell Us something

If **You** do not tell **Us** anything **You** are required to tell **Us**, **We** may cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim, or both.

If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract as if it never existed.

Reminder – Your duty of disclosure

You have previously been given a notice informing **You** of **Your** duty of disclosure in relation to an eligible contract of insurance.

This is a duty to tell **Us**, in response to **Our** questions, anything that **You** know, and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until **We** agree to insure **You**.

How to apply for this insurance

When **You** apply for insurance **You** will need to give Ryno Insurance Services information about **You** and **Your** circumstances. The information **We** need will be contained in the Proposal **We** will provide to **You**. **We** will assess the information that **You** provide **Us** and if **Your** application is accepted, **We** will issue **You** with a **Certificate of Insurance** confirming the cover that is in place.

The cost of this insurance

The amount that **We** charge **You** for this insurance is the total that **We** calculate when considering all of the factors which make up the risk, type of sporting activity, age of participant, **Excess Period**, amount of cover, claims history. These factors will impact on **Your Premium** as follows:

FACTOR	REDUCES PREMIUM	INCREASES PREMIUM
Occupation	Low Risk Occupation – Clerical	High Risk Occupation – Non Clerical
Age	Lower Age	Higher Age
Excess Period	Longer Excess Period	Shorter Excess Period
Type of Cover	Working Hours Only	Full Cover – 24 Hours Day
Amount of Cover	Lower Lump Sum / Weekly Benefits	Higher Lump Sum / Weekly Benefits
Claims History	Lower Frequency	Higher Frequency

You also have to pay GST and any relevant government charges where applicable. These amounts add up to the total Premium **You** must pay. Once the Policy is issued, **Your Premium**, GST and any relevant government charges are shown on the **Certificate of Insurance**.

How to make a Claim

You must notify Ryno Insurance Services in writing within thirty (30) days of an event that is likely to give rise to a claim. If it is not possible to notify Ryno Insurance Services within that time, **You** must notify Ryno Insurance Services as soon as reasonably possible.

Once notified of a claim, Ryno Insurance Services will provide **You** with the relevant claim forms. **You** and the **Insured Person** must fully complete and return the claim forms to Ryno Insurance Services together with such other information and documentation that Ryno Insurance Services may require in order to consider the claim including but not limited to all relevant health certificates, **Medical Practitioners’** reports, employer reports and related evidence of the claim.

Please note that all benefits are paid without deduction for taxation and may be subject to taxation. See **Your** tax advisor for information about **Your** personal circumstances.

Excesses

An **Excess Period** may apply to this insurance. The **Excess Period** is the period (of consecutive days) stated in the **Certificate of Insurance**. During any **Excess Period**, no benefits are payable.

An excess may also be payable when **You** make a claim under this insurance. The amount of any excess is set out in this PDS or will be stated in the **Certificate of Insurance**. **We** calculate the excesses that apply using the same information that **We** use to calculate the cost of this insurance (see table p6).

General Insurance Code of Practice

Ryno Insurance Services fully supports the General Insurance Code of Practice.

The Insurance Council of Australia has developed a General Insurance Code of Practice, to which Lloyds Australia Ltd is a signatory. The General Insurance Code of Practice aims to raise the standards of practice and service in the insurance industry and includes many standards in relation to:

- buying insurance;
- insurance claims;
- responding to catastrophes and disasters;
- information and education;
- complaints handling procedures; and
- code monitoring and enforcement.

You can obtain a copy of the Code from **Our** branch or by going to the website at www.codeofpractice.com.au

Dispute Resolution

You may contact **Us** at any time if **You** are dissatisfied with any matter relating to the services provided by Ryno Insurance Services or with **Your** Ryno Insurance Services Personal Accident and Sickness Policy. **You** should contact **Us** on the number set out in the PDS.

If **You** are dissatisfied with **Our** response, **You** may refer the matter to Lloyd's Australia Limited in relation to the aspects of their cover. **We** will direct **You** to the

correct avenue of further complaint if **You** ask **Us** to or refer the complaint directly at **Your** request.

Lloyd's Australia Limited has the appropriate authority to investigate and address matters of this nature on behalf of the various syndicates at Lloyd's.

You should contact Lloyd's Australia Limited on the numbers set out in this PDS. Lloyds Australia Limited will respond in writing within 15 days and if **You** remain dissatisfied with their response, **You** will be provided at that time with the details of any other avenues for the resolution that may be available to **You**.

If **Your** dispute remains unresolved **You** will be referred to the Financial Ombudsman Service operated by Financial Ombudsman Services Limited (FOS). **You** can also contact FOS directly about any complaint at any time. FOS is a national scheme for consumers, free of charge and is aimed at resolving disputes between the **Insured** and the insurance company. **You** can contact FOS on 1300 780 808 or at www.fos.org.au

In the event of a legal dispute

In the event of a dispute arising in relation to any aspect of **Your Policy** covered by Lloyd's, the underwriters will, at **Your** request, submit to the jurisdiction of any competent court on the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such court.

Any summons notice or process served upon the underwriters at Lloyd's may be served to the Lloyd's Representative in Australia at the address referred to in this PDS. The Lloyd's Representative has authority to accept service and to enter an appearance on the underwriters' behalf, and is directed, at the request of the policyholder, to give a written undertaking to the policyholder that they will enter an appearance on the underwriter's behalf.

If a suit is instituted against any one of the underwriters at Lloyds, all underwriters will abide by the final decision of any such court or any competent appellate court.

Part B – Policy Wording

What You are covered for

This Policy applies to the **Insured Person** named or described in the **Certificate of Insurance** and is limited to the **Scope of Cover** detailed in the **Certificate of Insurance**, subject to the exclusions, conditions and limitations set out in the **Policy**.

If, as a result solely and directly of:

1. **Injury** arising from an **Accident**, the **Insured Person** suffers **Temporary Total Disablement** or **Temporary Partial Disablement** or any of the conditions set out in the Table of Benefits; or
2. **Sickness**, the **Insured Person** suffers **Temporary Total Disablement** or **Temporary Partial Disablement**;

The **Insurer** will pay the benefit as specified in the **Certificate of Insurance**. However, disablement must occur within twelve (12) months of the date of the **Accident** giving rise to the **Injury** or of the date the **Sickness** first manifests itself.

Section A – Weekly Benefits

THE CONDITION	THE BENEFIT
1.1 Temporary Total Disablement caused directly and solely by Injury	For each week of Temporary Total Disablement , the Weekly Benefit stated in the Certificate of Insurance or the percentage of the Insured Person’s Earnings stated in the Certificate of Insurance (whichever is the lesser) payable for up to the maximum benefit period stated in the Certificate of Insurance
1.2 Temporary Total Disablement caused directly and solely by Sickness	For each week of Temporary Total Disablement , the Weekly Benefit stated in the Certificate of Insurance or the percentage of the Insured Person’s Earnings stated in the Certificate of Insurance (whichever is the lesser), payable for up to the maximum benefit period stated in the Certificate of Insurance
2.0 Temporary Partial Disablement caused directly and solely by Injury or Sickness	For each week of Temporary Partial Disablement , the difference between the Insured Person’s Temporary Total Disablement benefit as stated in Section A1.1 or A1.2 above and the amount the Insured Person is earning as a direct result of Temporary Partial Disablement , payable up to the maximum benefit period stated in the Certificate of Insurance when combined with any benefit paid for the same condition under Section A1.1 or A1.2. Where an employer refuses to take back and employee who is certified to return to partial work duties for outside of working hours claims, the full Weekly Benefit is still to be payable to the Insured Person . Should the Insured Person be able to return to work in a reduced capacity, but elect not to do so then the benefit payable will be 30% of the amount payable for A1.1 or A1.2.

Section B – Lump Sum Benefits

Table of Benefits

Cover under this section of the Policy applies only if an amount is shown on the Certificate of Insurance under Section B – Lump Sum Benefits. The following conditions must occur within twelve (12) months of the date of the Accident.

Benefit Amount – A percentage of the amount shown on the Certificate of Insurance under Section B – Lump Sum Benefits.

THE CONDITION	BENEFIT PERCENTAGE
1 Death	100%
2 Permanent Total Disablement	100%
3 Permanent and incurable insanity	100%
4 Permanent total loss of sight of both eyes	100%
5 Permanent total loss of sight of one eye	100%
6 Permanent total Loss of Use of two limbs	100%
7 Permanent total Loss of Use of one limb	100%
8 Permanent paralysis of all limbs	100%
9 Permanent total loss of hearing in: (a) both ears (b) one ear	80% 20%
10 Permanent total loss of the lens of one eye	60%
11 Permanent total loss of four fingers and thumb of either hand	70%
12 Permanent total loss of four fingers of either hand	50%
13 Permanent total Loss of Use of one thumb of either hand: (a) both joints (b) one joint	30% 15%
14 Permanent total Loss of Use of finger of either hand: (a) three joints (b) two joints (c) one joint	10% 7.5% 5%
15 Permanent total Loss of Use of toes of either foot: (a) all – one foot (b) great – both joints (c) great – one joint (d) other than great, each one	15% 5% 3% 1%

Lump Sum Benefits – Table of Benefits continued...

THE CONDITION	BENEFIT PERCENTAGE
16 Fractured leg or patella with established non-union	10%
17 Shortening of leg by at least 5cm	7.5%
18 Any permanent partial disablement not otherwise provided for under Conditions 4 – 17	Such percentage of the lump sum amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Conditions 4 to 17

Broken Bones – Additional Lump Sum Benefit

Cover under this section of the **Policy** applies only if an amount is shown on the **Certificate of Insurance** under Section B – Lump Sum Benefits. The following conditions must occur within twelve (12) months of the date of the **Accident**.

Benefit Amount – A percentage of the amount showed on the **Certificate of Insurance** under Section B – Lump Sum Benefits up to a maximum of \$5,000 any one event.

THE CONDITION	BENEFIT PERCENTAGE
1 Skull or spine	100%
2 Hip	75%
3 Jaw, Pelvis, leg, ankle or knee	50%
4 Cheekbone or shoulder	30%
5 Arm, elbow, wrist	10%
6 Nose or collarbone	20%
7 Foot or hand	5%
8 In case of established non union of any of the above breaks, an additional	5%

Additional Benefits

There are a number of additional benefits that apply to **Your Policy**. These additional benefits will be paid in addition to any amount that has been paid under Weekly Benefits or Lump Sum Benefits.

The amount paid, any excess or **Excess Period** may vary for each additional benefit. These will be shown in the **Certificate of Insurance**. Any maximum period for which an additional benefit will be paid is also shown in the **Certificate of Insurance**.

Exposure

If as a result of an **Injury** occurring during the **Period of Insurance** the **Insured Person** is exposed to the elements and suffers from any of the conditions set out in the Table of Benefits as a direct result of that exposure, **We** will pay benefits accordingly.

Disappearance

If during the **Period of Insurance**, the **Insured Person** disappears following the disappearance, sinking or wrecking of a conveyance in which the **Insured Person** was travelling and the body has not been found within one (1) year after the date of disappearance, **We** will pay a benefit on the assumption that the **Insured Person** died as a result of an **Injury** at the time of the disappearance, sinking or wrecking of the conveyance.

Rehabilitation and Return to Work Assistance

In the event of **Temporary Total Disablement** or **Temporary Partial Disablement** as a result of an **Injury** or **Sickness**, assistance is available in such areas as arranging counselling, advice from an approved vocational school, a family counsellor, professional assistance or necessary special equipment or modifications to the home or workplace. Such expense must be as a direct result of the **Injury** or the **Sickness**, not recoverable from any other

source, have the prior approval by the **Insurer** and be deemed necessary to aid the return to work by the treating **Medical Practitioner** or the professional rehabilitation coordinator.

This benefit on any one claim is limited to the lesser of the expected **Temporary Total Disablement**, **Temporary Partial Disablement** claim amount or \$25,000.

Escalation Benefit

Whenever a **Temporary Total Disablement** benefit has been paid continuously for 12 months, the **Weekly Benefit** will be increased (but not above the maximum **Weekly Benefit** amount payable shown in the **Certificate of Insurance**) from the expiration of the fifty-second week for as long as the benefit continues to be payable (up to a total maximum period of 104 weeks) without interruption by 5%.

Modification Expenses

If an **Insured Person** is entitled to 100% of the **Lump Sum Benefit**, **We** will pay up to an additional \$10,000 for costs necessarily incurred to modify the **Insured Person's** home or motor vehicle, or relocating to a suitable home, provided that the modifications or relocation are prescribed by a **Medical Practitioner**.

Funeral Expenses

We will pay up to \$5,000 for funeral expenses in the event of the death of the **Insured Person** where the death is covered by this **Policy**.

Emergency Home Help

If, during the **Period of Insurance**, the **Insured Person** suffers from a bodily injury resulting in **Temporary Total Disablement** or **Temporary Partial Disablement** then the **Insurer** will pay for the cost of reasonable and necessary incurred domestic duties up to \$350.00 per week to a maximum benefit of \$10,000 subject to a 7 day **Excess Period** and the following conditions:

- a) Childminding and home help services must be carried out by persons other than the **Insured Person's** relatives or persons permanently living with the **Insured Person**.
- b) Childminding and home help services must be certified by a **Medical Practitioner** as being necessary for the recovery of the **Insured Person**.

Non-Medicare Medical Expenses

We will pay the reasonable **Medical Expenses** of an **Insured Person** which arise when an **Insured Person** who is participating in a sporting activity, or is without receiving payment, providing services to an educational, religious, charitable or benevolent organisation or while that **Insured Person** is travelling to or from the place where those services are provided, suffers an **Injury** covered by this **Policy**.

We will not pay:

- a) for **Medical Expenses** that are covered by Medicare, private health insurance, a statutory insurance scheme such as worker's compensation or which can only be covered by Medicare or a registered health insurer, or that **We** are otherwise prohibited from covering at law, such as Medicare 'gaps'.
- b) for treatment that takes place later than 365 days after the **Injury** unless the delay is on the advice of a registered **Medical Practitioner** or dentist.
- c) more than that 85% of relevant **Medical Expenses** up to the maximum **Medical Expenses** benefit which is shown in the **Certificate of Insurance** of the amount spent.
- d) more than the **Medical Expenses** benefit set out in the **Certificate of Insurance** for any one **Injury**.

Optional Additional Benefits

Business Expenses Benefit

If **We** have agreed to pay the **Insured Person** under Section A – Weekly Benefits, Condition A1.1 or A1.2, and **Business Expenses** cover is shown in the **Certificate of Insurance** as being insured, **We** will pay the lesser of:

- a) The **Business Expenses** benefit shown in the **Certificate of Insurance**; or
- b) The Covered Business's actual **Business Expenses** incurred;

The maximum period for which the **Business Expenses** benefit is paid is 26 weeks for each claim that the **Insured Person** makes under the **Business Expenses** benefit in each **Period of Insurance**.

The **Business Expenses** benefit is subject to the **Excess Period** shown in the **Certificate of Insurance**.

We will not pay the **Insured Person** the **Business Expenses** benefit during the **Excess Period**.

We will only pay the **Business Expenses** benefit after the end of the **Excess Period**. The **Business Expenses** benefit will be paid in accordance to General Conditions 2 and 4.

Definition:

Business Expenses means the fixed **Business Expenses** the **Insured Person** has incurred in the running of the **Insured Person's** business prior to **Temporary Total Disablement** and which continue to be incurred while the **Insured Person** is receiving the Weekly Benefit payable under Section A – Weekly Benefits, Condition A1.1 or A1.2.

Business Expenses includes:

- employees' wages, superannuation, workers compensation premiums, payroll tax;
- rent, property rates, electricity, water, gas or telephone charges;
- lease payments for equipment or motor vehicles;
- cleaning expenses; and

- other expenses that are usual for the **Insured Person's** type of business and for which the **Insured Person** is entitled to claim as **Business Expenses** for income taxation purposes (except depreciation).

Business Expenses does not include:

- depreciation;
- cost of purchase of capital equipment;
- personal accounts or expenses;
- withdrawals or cash drawings from the business for personal use;
- wages, salaries or fees for **You** or **Your** replacement or a replacement for any person who is not **Your** employee; or
- the cost of stock or merchandise.

Claims Procedures:

In the case of a **Business Expenses** benefit, the **Insured Person** will be required to provide any proof or evidence of the expense being incurred prior to the date of **Total Disability** and the continuation of the expense after the date of **Temporary Total Disablement**.

Covered Business Definition:

For the purpose of this benefit, the definition of a Covered Business shall include:

- Sole Trader
- Partnerships of up to 2 people
- Pty Ltd Companies with a sole director.

What is not covered

No benefits are payable under this **Policy** for any conditions resulting from **Injury** or **Sickness** which:

1. is deliberately self-inflicted or intentionally caused by the **Insured Person**;
- a) is contributed to or caused by the **Insured Person** being under the influence of intoxicating liquor or of a drug, other than a drug taken or administered by or in accordance with the advice of a duly qualified **Medical Practitioner**;
- b) is contributed to or caused by the long-term effects of drug or alcohol abuse, other than a drug taken or administered by or in accordance with the advice of a duly qualified **Medical Practitioner**;
- c) occurs while the **Insured Person** is in charge of a motor vehicle under the influence of intoxicating liquor or of a drug as defined in the motor vehicle laws applicable where the **Accident** occurs;
2. results from a criminal act committed by the **Insured Person** or a beneficiary of their benefits, under this **Policy**;
3. occurs as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, **Terrorism**, revolution, insurrection or military or usurped power;
4. results from engaging in air travel or aerial activities except as a passenger in any properly licensed aircraft;
5. results from engaging in or taking part in or training for sports as a professional (where the majority of the **Insured Person's** income is derived directly or indirectly from the sport);
6. is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection;
7. is a neurosis, psycho-neurosis, psychosis, mental, emotional, stress, depression, or anxiety condition, disease or disorder or any condition which is a consequence of the treatment of any of these conditions;
8. results from pregnancy, childbirth or miscarriage, other than complications of pregnancy, childbirth or miscarriage that requires hospitalisation in the first 26 weeks. No benefits will be payable during any period of maternity leave or any complications arising after the 26th week of pregnancy.
9. results from the riding of a motorcycle or a motorbike off-road or on unsealed road surfaces. This does not apply to motorcycle or motorbike as a normal mode of transportation.
10. is a **Pre-Existing Condition**.
11. results from any claim or loss directly or indirectly from a **Cyber Event**.
12. results from **You** being exposed to the **Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction**.

Fraudulent Claims

We will not pay if **You** or an **Insured Person**, 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.

General Conditions

1. No benefits are payable unless as soon as possible after the happening of any **Injury** or **Sickness** the **Insured Person** obtains, follows and continues to follow medical advice from a qualified **Medical Practitioner**. Benefit payments will cease if the **Insured Person** stops following medical advice or refuses or delays medical treatment (other than experimental treatment), which in the opinion of an independent **Medical Practitioner** could reduce the period of disablement.
2. All Weekly Benefits shall be paid fortnightly in arrears.
3. All benefits shall be paid to the **Insured Person** or to their legal personal representative.
4. The **Insurer** will pay one-seventh (1/7th) of the Weekly Benefit for each day of disablement.
5. Weekly Benefits will be reduced by any other benefits or compensation the **Insured Person** is entitled to receive or entitled to claim for loss of income from any other source as a result of the same condition. If the **Insured Person** surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or in part), the total amount of benefits under the **Policy** will reduce by the amount of payment to which the **Insured Person** would have been entitled or had the right to claim. Benefits or entitlements received from other sources after Weekly Benefits have been paid under the **Policy** must be refunded by the **Insured Person** to the **Insurer**.
6. No Weekly Benefits will be paid if the **Insured Person** does not actively and continuously pursue all benefits or compensation from all other sources except personal leave entitlements as detailed below.
7. No Weekly Benefits will be paid for the period the **Insured Person** receives personal leave payments from their employer. The **Insured Person** is not required to exhaust all personal leave entitlements prior to claiming under the **Policy**.
8. No Weekly Benefits shall be payable for disablement during the **Excess Period** stated in the **Certificate of Insurance**.
9. Benefits shall not be payable for more than one of the conditions as set out in the Table of Benefits, in respect of the same condition, in which case the highest benefits will be payable.
10. Any benefits payable for Conditions B1 to B17 in the Table of Benefits shall be reduced by any sum payable for Condition A1.1 or A1.2 in respect of the same **Injury**.
11. If the **Insured Person** suffers a recurrence of an **Injury** or **Sickness** while the **Policy** is still in force for which they have claimed **Temporary Total Disablement** benefits, the recurrence shall be treated as the same claim unless there has been a period exceeding 6 months since they were last disabled and unable to attend their usual **Occupation**, business or duties.
12. The **Insurer** may at their own expense conduct any medical examination or examinations or arrange for an autopsy to be carried out.
13. Cover under the **Policy** will cease in respect of an **Insured Person** if:
 - a. they are paid Weekly Benefits for the maximum period stated in the **Certificate of Insurance** or 100% of the Lump Sum Benefit;
 - b. the relationship with the **Insured** which made them eligible for cover under the **Policy** ceases. Cover will cease at the time they depart from work on the last day of employment with the **Insured** or employment ceasing situations where the **Insured Person** does not have a guaranteed and identifiable date to recommence work with the **Insured** within the next 7 days. If the **Insured Person** has a guaranteed and identifiable date to recommence work within the next 7 days then this cover will continue uninterrupted. If the period is greater than 7 days then the cover ceases and may recommence when they resume work;

- c. the **Insured Person** dies;
 - d. the **Insured Person** reaches age as specified in the **Certificate of Insurance**.
14. Benefits shall cease to be paid to an **Insured Person**, on claim under the **Policy**, if that **Insured Person**:
- a. becomes entitled to the payment of Weekly Benefits for the maximum period stated in the **Certificate of Insurance**;
 - b. becomes entitled to the Lump Sum Benefit and they are paid a 100% of the Lump Sum Benefit stated in the **Certificate of Insurance**;
 - c. accepts early retirement or voluntary redundancy except if it is as a direct consequence of disablement which is a current, accepted claim under the **Policy**;
 - d. the **Insured Person** retires or stops actively seeking work;
 - e. dies, other than if condition 1 under Section B, Lump Sum Benefits, of the **Policy** is applicable;
 - f. reaches the age as set out in the **Certificate of Insurance** or retires whichever is the earlier;
 - g. is engaged in gainful work or **Occupation** except if the work or **Occupation** existed prior to the disablement and it is not related to or replacing the work for which benefits are being claimed under the **Policy**;
 - h. returns to normal work or duties, or is cleared by the **Medical Practitioner** to return to normal work or duties whether such work is available or not.
15. Where the payment of Weekly Benefits for the maximum period would total more than the payment of a 100% Lump Sum Benefit then, notwithstanding General Conditions 10, Weekly Benefits will continue past the payment of a Lump Sum Benefit B2 to B8 of the Table of Benefits, until the total of all payments for the claim reach the sum equivalent to the payment of Weekly Benefits for the maximum period at which time benefits will cease to be payable to that **Insured Person**.
16. If there is a breach of any of the General Conditions of the **Policy**, the **Insurer** shall be entitled to reject a claim to the extent permitted by the Insurance Contracts Act. However, a breach by an individual person will not affect the cover or claims of other **Insured Persons**.

Instalment Policies

Where **You** have selected to pay by instalments, special conditions apply to **Your Policy**. If **You** do not pay **Your Premium** instalment by the agreed date, **We** can do the following:

- In the event of a claim, not pay for any benefits **You** may be entitled to if an instalment is more than 14 days in arrears.
- If an instalment is less than 14 days overdue, deduct the overdue amount from any claim settlement.
- Cancel **Your Policy** if any **Premium** instalment is unpaid for one month or more.
- For claims, deduct all outstanding **Premium** instalments which are unpaid from the settlement amount.

You are responsible for any bank fees or charges imposed or associated with lack of sufficient funds in **Your** account.

If **You** are renewing **Your Policy** and **You** paid **Your** previous **Policy** by instalments, **We** will continue to deduct instalments for **Your** renewed **Policy** on the day of the month **You** previously nominated as **Your** payment date, unless **You** tell **Us** otherwise.

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Several Liability Notice

The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.

Keeping Us informed

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 the **Policy**.

Cancellation by You

You can cancel **Your Policy** at any time by advising **Us** in writing that **You** wish to cancel **Your Policy**. **We** will subtract from any Premium **You** have paid **Us** an amount to cover the period that **We** have already insured **You** for. **We** will then return the remaining Premium to **You**. If any claim or claims have been made against the **Policy** prior to cancellation, **You** are not entitled to receive a Premium refund.

Cancellation by Us

We may only cancel **Your Policy** when the law allows **Us** to do so.

We will subtract from any Premium **You** have paid **Us** an amount to cover the period that **We** have already insured **You** for. **We** will then return the remaining Premium to **You**.

In accordance with the law, **We** may cancel **Your Policy** in the following circumstances:

- **You** failed to comply with the duty of disclosure.
- **You** failed to pay any Premium owing.
- **You** failed to disclose a major change in the risk insured.

If any claim or claims have been made against the **Policy** prior to cancellation, **You** are not entitled to receive a Premium refund.

Other insurance

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

Claim payments

For all benefits paid under the **Policy**, **We** will make the claim payment to the **Insured Person** who suffers the **Injury**. In the event of death of the **Insured Person**, **We** will make the claim payment to the estate of the **Insured Person**.

Words with special meanings

For the purpose of the **Policy**, the following important definitions apply:

Accident means a sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place during the **Period of Insurance** and independently of all other causes, results directly, immediately and solely in physical injury.

Business Expenses means the fixed **Business Expenses** the **Insured Person** has incurred in the running of the **Insured Person's** business prior to the **Temporary Total Disablement** and which continue to be incurred while the **Insured Person** is receiving the Weekly Benefit payable under Section A – Weekly Benefits, Condition A1.1 or A1.2.

Business Expenses includes:

- employees' wages, superannuation, workers compensation premiums, payroll tax;
- rent, property rates, electricity, water, gas or telephone charges;
- lease payments for equipment or motor vehicles;
- cleaning expenses; and
- other expenses that are usual for the **Insured Person's** type of business and for which the **Insured Person** is entitled to claim as **Business Expenses** for income taxation purposes (except depreciation).

Business Expenses does not include:

- depreciation;
- cost of purchase of capital equipment;
- personal accounts or expenses;
- withdrawals or cash drawings from the business for personal use;
- wages, salaries or fees for **You** or **Your** replacement or a replacement for any person who is not **Your** employee; or
- the cost of stock or merchandise.

Certificate of Insurance means the most recent **Certificate of Insurance** provided to the **Insured** for this the **Policy**.

Cyber Event means an unauthorised or malicious act or series of related unauthorised or malicious acts or the threat of hoax thereof involving access to, processing of, use or operation of any **Information Technology System** or any electronic data by any person or group(s) of persons.

Earnings means:

1. if an employee, the gross weekly rate of pay inclusive of bonuses, commission, overtime payments and all other allowances, from the person exertion of the **Insured Person** in their usual **Occupation**, averaged over the number of weeks so engaged during the twelve (12) month period immediately preceding the date disablement commences. This amount will be verified in the event of a claim.
2. if not an employee, the gross weekly income derived from the personal exertion of the **Insured Person** in their usual **Occupation**, after deducting any expenses necessarily incurred in deriving that income averaged over the number of weeks so engaged during the twelve (12) months immediately preceding the date of disablement giving rise to a claim. This amount will be verified in the event of a claim.
3. for directors not employed by the company, the gross weekly income will be determined and agreed prior to the inception date of the cover and will be verified in the event of a claim.

Excess Period is the period (of consecutive days) stated in the **Certificate of Insurance** during which no benefits are payable, commencing on the day medical treatment is sought for **Injury**.

Information Technology System means any computer, hardware, software, information technology and communications system or electronic device, including any associated input, output or data storage device, networking equipment or back up facility.

Injury means an identifiable physical injury or death resulting from an **Accident** and which results in any of the conditions set out in the Table of Benefits within 12 months of the date of the **Accident**:

- a) which is not a **Sickness**, illness or disease;
- b) which occurs during the **Period of Insurance**; and
- c) includes any condition resulting from exposure to the elements as a result of physical injury.

Insured/You/Your means the name of the person shown in the **Certificate of Insurance** noted as the **Insured**.

Insured Person means the **Insured Person** named or described in the **Certificate of Insurance**.

Insurer means certain Underwriters at Lloyd's.

Journey means travel between the boundary of the **Insured Person's** place of residence and place of employment (provided there is no substantial deviation from the most reasonable direct route) for the purpose of attending or returning from work. **Journey** also includes any travel authorised by an employer or trade union for work related purposes. **Journey** does not include travel which is covered by any statutory workers compensation scheme.

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

Medical Expenses means the costs of:

- a) an ambulance;
- b) hospital accommodation and theatre fees;
- c) orthotics, splints and prosthesis;
- d) treatment given by a registered dentist or **Medical Practitioner**; or
- e) if given on the advice of a **Medical Practitioner** treatment given by a chiropractor; masseur, naturopath, osteopath or physiotherapist.

Medical Practitioner means a person legally qualified and registered to practice medicine and who is a person other than the **Insured Person**, their relatives, business partners, shareholders or employees. Chiropractors, physiotherapists and alternative therapy providers are not regarded as a **Medical Practitioner**.

Occupation means the **Insured Person's** usual **Occupation**, business, trade or profession.

Period of Insurance means the period stated in the current **Certificate of Insurance**.

Permanent Total Disablement means disablement resulting from an **Injury** and which has lasted for at least twelve (12) consecutive months from the date of such **Injury** and which thereafter is certified by a **Medical Practitioner** as being beyond hope of improvement and which entirely prevents the **Insured Person** forever from carrying on their usual **Occupation**.

Policy means this the Policy Wording in Part B of this PDS and the **Certificate of Insurance** and any additional endorsements **We** subsequently issue **You**.

Premium means the amount that **We** charge **You** for the **Policy**, including any statutory charges such as GST and stamp duty.

Proposal means the form to be completed by **You** or on **Your** behalf and any other information given to **Us** when applying for this **Policy**.

Pre-Existing Condition means any medical condition, side-effect or symptoms of a condition which the **Insured Person** has received medical attention, sought or received treatment, undergone tests or taken prescribed medication for in the six (6) months prior to the dates the person first qualified as an **Insured Person**.

Scope of cover means the **Scope of Cover** as set out in the **Certificate of Insurance**.

Sickness means illness or disease of the **Insured Person** which is not a **Pre-Existing Condition** and manifests itself during the **Period of Insurance** and which results in **Temporary Total Disablement** or **Temporary Partial Disablement** within twelve (12) months after manifesting itself.

Temporary Partial Disablement means disablement which entirely prevents the **Insured Person** from carrying out a substantial part of the duties normally undertaken in connection with their usual **Occupation** or business and is under the regular care of and acting in accordance with the instructions or professional advice from a **Medical Practitioner**.

Temporary Total Disablement means, while the **Insured Person** continues to be employed, disablement that either entirely prevents the **Insured Person** from engaging in their usual **Occupation** or business or prevents the **Insured Person** from performing at least one of the duties of their **Occupation** that they must be able to perform to earn their income.

If the **Insured Person** ceases to be employed whilst on an accepted claim, then **Temporary Total Disablement** means disablement which entirely prevents the **Insured Person** from engaging in any **Occupation** for which they may be suited by way of their education, training or experience.

In both instances the **Insured Person** must be under the regular care of and acting in accordance with the instructions or professional advice from a **Medical Practitioner**.

Terrorism means, an act, including, but not limited to, the use of force or violence, committed by any person or persons acting on behalf of or in connection with any organisation, creating serious violence against a person or serious damage to property or a serious risk to the health or safety of the public, undertaken

to influence a government or civilian populace for the purpose of advancing a political, religious or ideological cause.

Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction means:

1. the use of any explosive nuclear weapon or device; or
2. the emission, discharge, dispersal, release or escape of:
 - a) fissile material emitting a level of radioactivity, or
 - b) any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or
 - c) any solid, liquid or gaseous chemical compound which, when suitably distributed; which is capable of causing incapacitating disablement or death amongst people or animals.

We/Our/Us means Ryno Insurance Services, other than for Part B of this PDS where it means the **Insurer**.

LLOYD'S

Ryno Insurance Services, a specialist division of East West Insurance Brokers Pty Ltd ABN 83 010 630 092, Australian Financial Services Licence No. 230041 acts under a binding authority granted to it by the Insurer of the Ryno Insurance Services product, certain underwriters at Lloyd's. Refer to the Product Disclosure Statement or call Us on 1300 650 670.

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This Product Disclosure Statement was prepared on 01/08/2017

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