



KEYSTONE

**Journey Accident Insurance
Product Disclosure Statement
and
Policy Wording**

Preparation Date: 1 April 2021

Keystone Underwriting Pty Ltd

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This Product Disclosure Statement (PDS) contains two parts:

- **Important Information – contains general information about the Journey Accident Insurance Policy; and**
- **The Journey Accident Insurance Policy – contains terms and conditions of the insurance policy.**

Please read this PDS before applying for insurance.

If Keystone accepts your application for insurance, you will receive a Schedule that sets out details of the insurance you have taken out.

If you need more information about this PDS or your policy, please contact your insurance adviser.

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Important Information

This Policy is issued by:

Keystone Underwriting Pty Ltd ABN 78 601 944 764 (Keystone)

Keystone Underwriting Pty Ltd is a Corporate Authorised Representative (No. 000468712) of:

Keystone Underwriting Australia Pty Ltd ABN 59 634 715 674 AFS License No: 518244

Who is the Insurer?

Certain Underwriters at Lloyd's ("Underwriters") will be providing the financial service. Keystone is authorised to quote, bind and issue Certificates of Insurance under a Binding Authority Agreement (Binder) granted to Keystone by those Underwriters. Keystone will provide details of the syndicate numbers and the proportions underwritten by them on request.

General Insurance Code of Practice

Lloyd's supports the General Insurance Code of Practice and its purpose of raising the standards of practice and service in the general insurance industry.

What is the Product Disclosure Statement?

The Product Disclosure Statement (PDS) contains information about this Policy including the benefits and conditions, information needed to assist in making an informed decision when choosing insurance, and the rights provided to the entity or person once covered by the insurance. In this PDS:

- (a) Keystone means Keystone Underwriting Australia Pty Ltd.
- (b) Insured means the entity that will be named in the Schedule as the Insured. The type of cover chosen will be set out on this Policy's Schedule.

Updating the PDS

Information in this PDS may need to be updated from time to time. A copy of any updated information can be obtained without charge by contacting Keystone on the details provided in this Policy. Keystone will provide the Insured with a new PDS or a supplementary PDS if the update is to correct a misleading or deceptive statement or an omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire this Policy.

What makes up the Insurance Contract?

This contract of insurance is made up of the Schedule, this Policy and any Endorsements that Keystone issues when an application is accepted, or an existing Policy is renewed or amended.

Significant Features, Benefits and Exclusions

This Policy provides many significant features and benefits, subject to Conditions and Exclusions. Exclusions apply to this Policy and all of them are important. It is important that this Policy is read carefully to be aware of and understand the extent of cover that it offers. It will give full details of the Exclusions.

Significant Risks

The Insured should make sure that the sum insured and the limits to be purchased will be sufficient. All the terms and conditions contained in this Policy need to be understood.

Doctrine of Utmost Good Faith

Every insurance contract is subject to this doctrine which requires the parties to the contract to act toward each other with the utmost good faith. Failure to do so may prejudice any claims and/or the continuation of the insurance contract.

Duty of Disclosure

The Insured has a duty to tell Keystone anything they know, or could reasonably be expected to know, may affect Keystone's decision to provide cover and on what terms, before entering into an insurance contract. This duty continues until Keystone agree to provide insurance. The same duty applies before renewal, extension, variance or reinstatement of an insurance contract.

Limits of Disclosure

The Insured does not have to disclose to Keystone any matter:

- (a) that diminishes the risk to be undertaken by Keystone; or
- (b) that is of common knowledge; or
- (c) that Keystone knows or, in the ordinary course of Keystone's business, ought to know; or
- (d) for which Keystone has given a waiver.

Non-Disclosure

Keystone may cancel the Policy or reduce the amount paid to the Insured if a claim is made, or both if the Insured does not tell Keystone anything they are required to. Keystone may refuse to pay a claim and treat the contract as if it never existed if the Insured's failure to tell Keystone is fraudulent.

Change of Circumstances

The terms and conditions of this Policy will be based on information the Insured provided to Keystone. It is essential Keystone are advised of any material change that occurs to this information prior to the inception of this Policy. Failure to do so by the Insured may prejudice any subsequent claims under the Policy and/or jeopardise the continuation of the insurance contract.

Buying Insurance

Set out below are important matters that apply to the initial enquiry, buying of insurance, and renewal of cover. Defined terms are the same as in the Policy.

Keystone's Agreement with the Insured

Keystone will cover Employees for:

- (a) Injury because of one or more of the Insured Events, and
- (b) the other benefits, as set out in this Policy occurring during the Period of Insurance.

Cover will be given on the basis:

- (a) that the Insured have paid or agreed to pay Keystone the premium for the cover selected when the Insured applied for cover and which the current Schedule indicates is in force; and
- (b) of the verbal and/or written information provided by the Insured which was given after having been advised of the Duty of Disclosure either verbally or in writing. Keystone may be entitled to reduce liability under this Policy in respect of a claim or Keystone may cancel the Policy if the Insured failed to comply with the Duty of Disclosure. Keystone also have the option of voiding this Policy from the effective date stated in the Schedule if the Insured has told Keystone something which is fraudulent. Keystone have provided a full explanation of the Duty of Disclosure and the consequences of Non-Disclosure on page 3.

Journey Accident

Keystone will pay the Employee the benefit set out in the Schedule and Table of Benefits if the Employee suffers an Injury resulting from an accident during the currency of this Policy. The Injury suffered must:

- (a) be one of the type set out in the Table of Benefits in this Policy; and
- (b) arise within twelve (12) calendar months from the date of the Accident.

Keystone will cover the Employee against Injury for:

- (a) defined events 1-18 in the Table of Benefits; or
- (b) a weekly accident benefit (temporary disablement events 19 and 20) in the Table of Benefits; or
- (c) broken bones event 21 in the Table of Benefits.

This Policy has some Extensions. These are fully explained in this Policy, but are as follows:

- (a) disappearance; or
- (b) exposure; or
- (c) funeral expense; or
- (d) home/car modifications; or
- (e) non-Medicare medical expenses; or
- (f) pharmaceutical expenses.

The Period of Insurance will be set out in this Policy's Schedule.

Exclusions

Keystone will not pay benefits arising from certain causes. These are fully explained in this Policy, but are as follows:

- (a) air travel; or
- (b) alcohol; or
- (c) criminal acts; or
- (d) drugs; or
- (e) mental illness/mental disorders/emotional disorders; or
- (f) pre-existing conditions; or
- (g) radioactivity; or
- (h) suicide/intentional self-injury/insanity; or
- (i) terrorism; or
- (j) war.

Keystone will not make any payments that would be in contravention of any sanction, prohibition or restriction.

Information that Keystone ask

Keystone will only ask for and consider relevant information when assessing the Insured's application for cover.

Assessing Applications

The Insured will have access to information that Keystone has relied on in assessing their application and an opportunity to correct any mistakes or inaccuracies. Keystone may decline to release information in special circumstances, but will not do so unreasonably. Keystone will give reasons in these circumstances, and the Insured will have the right to request Keystone to review the decision through Keystone's complaints handling procedures. Keystone will provide reasons in writing upon request.

Mistakes

Keystone will immediately initiate action to correct an error or mistake in assessing the Insured's application for cover where it is identified.

Misrepresentation

Keystone's sales process will be conducted in a fair, honest and transparent manner.

Declining Cover

If Keystone cannot provide insurance cover, Keystone will:

- (a) give reasons; and
- (b) refer the entity/person seeking insurance to another insurer, AFCA or NIBA, for information about alternative insurance options (unless they already have someone acting on their behalf).

Keystone will make available information about Keystone's complaints handling procedures if the entity/person is unhappy with Keystone's decision.

Policy Information

Information about Keystone's policy wordings will be available when the Insured buy insurance from Keystone as well as on request. They will also be available on Keystone's website at www.keystoneunderwriting.com.au.

Subrogation

The Insured may prejudice their rights regarding a claim if, without prior approval from Keystone, the Insured makes an agreement with a third party that would prevent Keystone from recovering any applicable loss (in whole or in part) from that, or another party.

This Policy contains provisions that have the effect of excluding or limiting Keystone's liability for a claim under this Policy if you have entered into any agreement that excludes, limits or delays the Insured's right to recover damages from another party in respect of such claim.

Cost of Policy

The cost of this Policy is made up of premium plus any applicable policy fees, government taxes and charges. Keystone may cancel this Policy if the Insured fails to pay the total premium due.

Deductibles

The Insured may be required to pay a deductible or excess if a claim is made under this Policy. Details of applicable deductibles or excess are provided in the Schedule. This Policy sets out the terms relating to the payment of deductibles or excesses.

Taxation

All taxes and charges are shown as separate items (e.g. fire and emergency services levy, stamp duty depending upon location and GST).

Cooling-off Period

The Insured has the right to cancel this Policy with Keystone within 14 days of the date that the Policy inceptioned, unless a claim is made. Keystone will refund the full amount of the premium less any duties or taxes payable if this cancellation occurs during the cooling-off period. This Policy will be terminated from the date Keystone receive the request to cancel.

Making a Claim

Benefits are payable if the Employee suffers a loss that is covered under this Policy during the Period of Insurance, except if an Exclusion or Condition applies. The Insured must immediately notify Keystone or their insurance adviser if there is a loss under this Policy.

The Employee needs to see a qualified medical practitioner as

soon as possible after the Injury as benefits will only be paid from the date medical attention is first sought.

Keystone may at any time after a claim has been lodged:

- (a) request the Employee undergo medical or related examinations. Keystone may require an autopsy in the event of death;
- (b) conduct enquiries into the circumstances of the claim;
- (c) request the Employee's attending doctor or specialist to provide a progress report.

This will be at Keystone's expense.

Any payments under this Policy will be to the Employee or, in the event of the Employee's death, the Employee's legal representative.

Taxation Implications

A claim paid in respect of weekly disability benefits is subject to personal income tax and it is the Employee's responsibility to declare such benefit when completing the Employee's usual tax return. It is up to the Employee to seek advice of a tax consultant if there are any questions about their own circumstances.

Advisers' Remuneration

Keystone pay remuneration to insurance advisers when Keystone issue, renew or vary a Policy that the adviser has arranged or referred to Keystone. The type and amount of remuneration varies and may include commission and other payments. The Insured should ask their advisers if more information about remuneration Keystone may pay them is required.

Renewal Procedure

Keystone will normally offer renewal by sending a renewal invitation advising the amount payable to renew this Policy before this Policy expires. It is important that the Insured check the information shown before renewing each year to be satisfied that the details are correct.

Cancelling the Policy Before the Due Date

The Insured may cancel this Policy at any time by notifying us in writing, detailing the date that the cancellation will take effect. Keystone will refund any unearned premium to the Insured or their insurance adviser within 15 working days after the date of cancellation. Unearned premium will be computed pro rata for the unexpired term of this Policy, unless agreed in advance through the insurance adviser and set out in this Policy.

Privacy

Keystone are committed to safeguarding and protecting the Insured's privacy. Keystone is bound by the provisions of the *Privacy Act 1988* which sets out the standards to meet in the collection, use and disclosure of personal information.

The Act defines "personal information" as "information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion".

Purpose of Collection

Keystone will only use personal information the Insured provides to quote on and insure risks and matters incidental thereto, including investigating and managing claims.

It may be necessary for Keystone to provide the Insured's personal information to others, such as other insurers or reinsurers, claims investigators, lawyers and other professionals, and government bodies. Keystone will not under any circumstances trade, rent or sell the information.

Keystone cannot properly quote insurance and cannot insure the Insured if they do not provide Keystone with complete, accurate and up-to-date information. If the Insured provide Keystone with personal information about anyone else, Keystone will rely on the Insured to have told them that their information will be provided to Keystone, to whom Keystone may provide it, the purposes for which Keystone will use it and that they can access it. Keystone relies on the Insured to have obtained their consent on these matters if the information is sensitive.

Access to Information

The Insured can check the personal information Keystone holds about them at any time. Requests for access can be made in writing to:

The Privacy Officer
Keystone Underwriting Australia Pty Ltd
17/296 Bay Road
Cheltenham, VIC 3192

Keystone will keep the Insured informed of any delays in responding to the Insured's request throughout the process.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

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

Complaints and Disputes

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Keystone Underwriting Australia Pty Ltd in the first instance:

The Complaints Officer
Keystone Underwriting Australia Pty Ltd
17/296 Bay Road
Cheltenham, VIC 3192
Phone: 1300 946 530
Email: complaints@ksua.com.au

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

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

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

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

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

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

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

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:
*Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000*
who has authority to accept service on the Underwriters' behalf;
- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to:

Claims Department - Keystone Underwriting Australia Pty Ltd
Telephone: 1300 946 530
Email: claims@ksua.com.au

Wording

The **Insured** and **Keystone** agree that **Keystone** will provide insurance in accordance with the terms of this **Policy** upon payment of the **Premium** as shown in the **Schedule**, and upon submission by the **Insured** of the **Proposal**, the contents on which **Keystone** will rely.

1. Definitions

- 1.1 Accidental Death** means death occurring because of **Injury**.
- 1.2 Aggregate Sum Insured** means the maximum amount **Keystone** will pay for all claims arising from **Insured Events** during the **Period of Insurance** as specified on the **Schedule**.
- 1.3 Deferral Period** is the period specified in the **Schedule** during which no benefits are payable for **Temporary Partial Disablement**, **Temporary Total Disablement** or **Permanent Total Disablement**.
- 1.4 Employee** means a natural person employed under a contract of service or apprenticeship by the **Insured** and includes any trainee, casual, part-time, seasonal, temporary, or work experience personnel.
- 1.5 Endorsement** means any document which is described as an endorsement to this **Policy** and intends to vary it.
- 1.6 Guaranteed Income** means **Income** that the **Employee** can prove or substantiate.
- 1.7 Income** means the **Employee's** gross weekly rate of pay exclusive of bonuses, commission, overtime payments and any allowances.
- 1.8 Injury** means bodily injury resulting from an accident which is an external event that occurs unexpectedly to the **Employee** during the **Period of Insurance** and results in any of the **Insured Events** specified in the **Table of Benefits** within twelve (12) calendar months from the date thereof. **Injury** does not include:
- 1.8.1** any consequences of an injury which are ordinarily described as being a disease, including but not limited to any congenital condition, heart condition, stroke or any form of cancer; or
 - 1.8.2** an aggravation of a pre-existing injury; or
 - 1.8.3** any other **Pre-Existing Condition**; or
 - 1.8.4** any degenerative condition.
- 1.9 Insured** means the entity named as the insured in the **Schedule**.
- 1.10 Insured Events** means the insured events specified in the **Table of Benefits**.
- 1.11 Journey** means:
- 1.11.1** an **Employee** travelling on a direct route between his/her place of residence and his/her place of employment; or
 - 1.11.2** travel for work related purposes.
- 1.12 Keystone** means Keystone Underwriting Pty Ltd ABN 78 601 944 763 as Corporate Authorised Representative (No. 000468712) of Keystone Underwriting Australia Pty Ltd ABN 59 634 715 674 AFSL 518224 which is acting on behalf of **Underwriters**.
- 1.13 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**.
- 1.14 Medical Practitioner** means a person duly qualified and legally registered or licensed to practice medicine and who is not an **Insured**, their relative or their employee.
- 1.15 Non-Medicare Medical Expenses** means expenses incurred by an **Employee** within twelve (12) months of sustaining an **Injury** that are paid to a legally qualified **Medical Practitioner**, nurse, hospital or ambulance service for medical, surgical, x-ray, hospital or nursing treatment, including the cost of medical supplies and ambulance hire. **Keystone** will not pay any benefits:

- 1.15.1 where providing such payment would result in **Keystone** contravening the *Private Health Insurance Act 2007 (Cth)*, the *Health Insurance Act 1973 (Cth)*, the *National Health Act 1953 (Cth)* or any applicable legislation; or
- 1.15.2 for dental treatment, unless such treatment is necessarily required, to teeth other than dentures and is caused by the **Injury** referred to above;
- 1.15.3 where the **Employee** is eligible to receive Medicare benefits.
- 1.16 **Out of Pocket Pharmaceutical Expenses** means the out of pocket costs incurred by the **Employee** for medication and any other medical supplies (including pocket first aid and wound care, medicated skin care and medical equipment and aids) after taking into account any pharmaceutical benefits receivable within the meaning of the *National Health Act 1963 (Cth)*, any Medicare benefit, or any benefit provided by a health insurance business within the meaning of the *Private Health Insurance Act 2007 (Cth)*.
- 1.17 **Period of Insurance** means the period specified in the **Schedule**, unless terminated earlier.
- 1.18 **Permanent Total Disablement** means disablement which entirely prevents the **Employee** from attending to any business or occupation of any and every kind and which lasts twelve (12) months and at the expiry of that period is beyond hope of improvement.
- 1.19 **Policy** means the **Schedule**, the terms of this document and any **Endorsement**.
- 1.20 **Pre-Existing Condition** means any injury or any illness, disease or syndrome that existed prior to the commencement of this **Policy**, of which the **Employee** was aware before becoming insured, or which a reasonable person in the **Employee's** circumstances could have been expected to have been aware.
- 1.21 **Premium** means the amount specified in the **Schedule**.
- 1.22 **Proposal** means the written proposal or declaration made by the **Insured** to **Keystone** containing particulars and statements together with other information provided by the **Insured**.
- 1.23 **Salary** means:
- 1.23.1 the **Employee's Guaranteed Income** for the twelve (12) months following the **Injury**;
or
- 1.23.2 if the **Employee** has no **Guaranteed Income** for the twelve (12) months following the **Injury**, then the average of the **Employee's Income** for the preceding twelve (12) months or over such shorter period provided the **Employee** has been continuously employed or engaged in their occupation or business for a period of at least three (3) months.
The **Employee's** salary shall be nil if the **Employee** does not meet 1.22.1 or 1.22.2 above.
- 1.24 **Schedule** means the current schedule issued by **Keystone** to the **Insured**.
- 1.25 **Table of Benefits** means the table of benefits listed in this **Policy**.
- 1.26 **Temporary Partial Disablement** means that, in the opinion of a **Medical Practitioner**, the **Employee** is temporarily unable to perform a substantial part of the **Employee's** usual employment, business or occupation activities while the **Employee** is under the regular care of and acting in accordance with the instructions or advice of a **Medical Practitioner**.
- 1.27 **Temporary Total Disablement** means that in the opinion of a **Medical Practitioner**, the **Employee** is temporarily unable to perform all of the **Employee's** usual employment, business or occupation activities, or any other occupational or employment activities for which the **Employee** has the experience, skills, education or training while the **Employee** is under the regular care of and acting in accordance with the instructions or advice of a **Medical Practitioner**.
- 1.28 **Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 1.29 **Underwriters** means certain Underwriters at Lloyd's participating in this contract of insurance.

2. Extent of Cover

Keystone will pay the corresponding compensation set out in the **Table of Benefits** for death or total or partial disablement (if this death or disablement occurs within twelve (12) months of **Injury**) if an **Employee** suffers **Injury** during the **Period of Insurance** whilst on a **Journey**.

Table of Benefits

Insured Events		The Compensation (being a percentage of the sum insured in the Schedule)	
Injury resulting directly in:			
1	Accidental Death	1	100%
2	Permanent Total Disablement		
	2a Persons 65 years and under	2a	100%
	2b Paraplegia/Quadriplegia – persons 66 years and over	2b	100%
3	Permanent and incurable paralysis of all limbs	3	100%
4	Permanent total loss of sight of both eyes	4	100%
5	Permanent total loss of sight of one eye	5	100%
6	Permanent total loss of use of two limbs	6	100%
7	Permanent total loss of use of one limb	7	100%
8	Permanent total loss of hearing in:		
	8a both ears	8a	80%
	8b one ear	8b	20%
9	Permanent total loss of four fingers and thumb of either hand	9	80%
10	Permanent total loss of the lens of one eye	10	60%
11	Permanent total loss of use of four fingers of either hand	11	50%
12	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	12	50%
13	Permanent total loss of use of one thumb of either hand:		
	13a both joints	13a	30%
	13b one joint	13b	15%
14	Permanent total loss of use of fingers of either hand:		
	14a three joints	14a	10%
	14b two joints	14b	7.5%
	14c one joint	14c	5%
15	Permanent total loss of use of toes of either foot:		
	15a all - one foot	15a	15%
	15b great - both joints	15b	5%
	15c great – one joint	15c	3%
	15d other than great, each toe	15d	1%
16	Fractured leg or patella with established non-union	16	10%
17	Shortening of leg by at least 5cm	17	7.5%
18	Permanent Total Disablement not otherwise provided for under Insured Events 9 to 17 inclusive (available only to persons sixty-five (65) years and under)	18	Such percentage of the sum insured as Keystone shall in its absolute discretion determine as being consistent with the compensation provided under Insured Events 8-17 inclusive. The maximum amount payable is 75% of the sum insured.

Insured Events		The Compensation (being a percentage of the sum insured in the Schedule)		
19	Temporary Total Disablement caused directly and solely by Injury	19	During such disablement, the weekly compensation as specified in the Schedule or 85% of the Employee's Salary whichever is the lesser.	
20	Temporary Partial Disablement caused directly and solely by Injury	20	40% of the amount payable for Insured Event 19 .	
21	Broken bone benefits caused directly and solely by Injury :			
	21a	neck or spine (full break)	21a	\$2,000
	21b	hip, pelvis	21b	\$500
	21c	skull, shoulder blade	21c	\$200
	21d	collar bone, upper leg	21d	\$200
	21e	upper arm, kneecap, forearm, elbow	21e	\$150
	21f	lower leg, jaw, wrist, cheek, ankle, hand, foot	21f	\$100
	21g	ribs	21g	\$100
	21h	finger, thumb, toe	21h	\$50
	Maximum compensation any one accident			\$2,000

3. Extensions

The extensions are all subject to the terms and conditions of this **Policy** unless expressly stated otherwise.

Disappearance

3.1 **Keystone** will pay a compensation on the assumption that an **Employee** died because of an **Injury** suffered during the sinking, wrecking or disappearance of a conveyance in which the **Employee** was travelling during the **Period of Insurance**, and the **Employee's** body has not been found within one (1) year after the date of disappearance.

3.2 Any payment made under this extension will be subject to a signed undertaking by the beneficiary that if the **Employee** is subsequently found alive, such payment shall be refunded to **Keystone**.

Exposure

3.3 **Keystone** will pay compensations if because of an **Injury** an **Employee** is exposed to the elements and suffers from any of the **Insured Events** set out in the **Table of Benefits** as a direct result of that exposure.

Funeral Expense

3.4 This **Policy** extends to cover the expenses of burial or cremation or the cost of returning a **Employee's** body or ashes to his/her home town up to the maximum amount specified in the **Schedule** if an **Employee** suffers death because of an accident.

Home/Car Modifications

3.5 **Keystone** will pay the costs of home and car modifications as determined by qualified rehabilitation specialists up to the maximum amount specified in the **Schedule** if an **Employee** is entitled to benefits under **Insured Events 2, 3 or 6**.

Non-Medicare Medical Expenses

3.6 This **Policy** extends to cover the **Non-Medicare Medical Expenses** incurred up to the amount specified in the **Schedule** if an **Employee** suffers an **Injury**.

3.7 Any benefit payable for **Non-Medicare Medical Expenses** is less recovery made from any private health insurance fund and no benefit is payable:

3.7.1 in respect of the Medicare gap between payment made by Medicare and the charges incurred; or

3.7.2 where providing such payment would result in Keystone contravening the *Private Health Insurance Act 2007 (Cth)*, the *Health Insurance Act 1973 (Cth)*, the *National Health Act 1953 (Cth)* or any applicable legislation.

Pharmaceutical Expenses

3.8 This **Policy** extends to cover the **Out of Pocket Pharmaceutical Expenses** directly relating to an **Injury** suffered by an **Employee**, provided such pharmaceutical expenses are certified by a **Medical Practitioner** as necessary for the recovery of the **Employee**. **Keystone** will pay up to the maximum amount specified in the **Schedule**.

4. Exclusions

Keystone will not make any payments under this **Policy** for any **Insured Event** resulting from **Injury** caused by:

Air Travel

4.1 flying or other aerial activity unless as a passenger in a properly licensed aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial operator;

Alcohol

4.2 being under the influence of alcohol more than the law permits;

Criminal Acts

4.3 criminal or illegal activity;

Drugs

4.4 being under the influence of drugs (unless prescribed by a **Medical Practitioner**);

Mental illness/Mental Disorders/Emotional Disorders

4.5 mental illness or mental or emotional disorders, including but not limited to stress, chronic fatigue syndrome, anxiety disorders, schizophrenia (and associated psychotic disorders) and depression;

Pre-Existing Condition

4.6 any **Pre-Existing Condition**;

Radioactivity

4.7 ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

Suicide/Intentional Self-Injury/Insanity

4.8 suicide or attempted suicide, intentional self-injury, or being in a state of insanity;

Terrorism

4.9 any act of **Terrorism**, or any action taken in controlling, preventing, suppressing or in any way relating to an act of **Terrorism**;

War

4.10 war, invasion, acts of foreign enemies, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by, or under the order of, any government or public or local authority.

Keystone will not make any payments under this **Policy** that would be:

Sanctions

4.11 in contravention of any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America;

Workers' Compensation or Motor Accident Claim

4.12 covered under any Workcover or Workers' Compensation Act or other Statutory body having a similar effect, or under the *Wrongs Act*, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or *Transport Accident Act* or other Statutory body having similar effect.

5. Claim Conditions

- 5.1 Compensation shall not be payable for more than one of the **Insured Events** 1-18 in respect of the same **Injury**, in which case the highest compensations will be payable.
- 5.2 Any compensation payable for **Insured Events** 1-18 shall be reduced by any sum already paid for **Insured Events** 19 and 20 in respect of the same **Injury**.
- 5.3 Weekly compensation for **Temporary Total Disablement** shall be limited to the amount specified in the **Schedule** or 85% of the **Employee's Salary**, whichever is the lesser. If the **Employee** receives benefits/income from any other source, then **Keystone's** payments will be reduced by that amount and **Keystone** will pay the difference up to 85% of the **Employee's Salary**. If the **Employee** redeems or commutes or settles the **Employee's** entitlement to benefits/income from any other source, **Keystone** payments under this **Policy** will immediately cease.
- 5.4 **Keystone** will pay one-seventh ($\frac{1}{7}^{\text{th}}$) of the weekly compensation for each day of disablement where disablement lasts for less than a week.
- 5.5 The weekly compensation payable for **Temporary Total Disablement** shall be reduced by the amount of any Workers' Compensation entitlement or any other payment which the **Employee** is entitled to receive from any insurance policy.
- 5.6 No weekly compensation shall be payable for disablement during the **Deferral Period**.
- 5.7 No further compensation will be payable under this **Policy** and all cover under this **Policy** will cease if the **Employee** becomes entitled to:
- 5.7.1 the payment of an amount being 100% of the sum insured specified in the **Schedule**; or
- 5.7.2 the payment of weekly compensation for the maximum period stated in the **Schedule**.
The benefit period ceases at the expiration of the maximum period. The maximum period commences from the time the **Employee** first sought medical attention following **Injury**; or
- 5.7.3 both a sum insured as specified in the **Schedule** and weekly compensation, and the **Employee** is paid 100% of the sum insured specified in the **Schedule** or the payment of weekly compensation for the maximum period stated in the **Schedule**. For the avoidance of doubt the maximum amount **Keystone** will pay for any one **Insured Event** is the largest amount payable between the sum insured and the weekly compensation for the maximum period stated in the **Schedule**.
- 5.8 No compensation is payable unless as soon as possible after the happening of any **Injury** the **Employee** obtains and follows medical advice from a **Medical Practitioner**. The **Employee's** benefit commences from the time the **Employee** first sought medical attention following his/her **Injury**.
- 5.9 The **Employee** must give **Keystone** written notice if s/he has taken out any other insurance with any insurer providing for weekly compensations of a similar kind which, together with this insurance, will exceed 85% of the **Employee's Income**.
- 5.10 Written notice of claim must be given to **Keystone** within thirty (30) days after the occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible.
- 5.11 **Keystone** will provide a claim form for completion upon receipt of a notice of claim. **Keystone** shall not be liable to make any payment under this **Policy** unless the claim form is properly completed, and all information required by **Keystone** (determined by **Keystone** acting responsibly) has been provided at the **Employee's** expense.
- 5.12 The benefits of this **Policy** depend on the **Insured** or any **Employee** covered by this **Policy** giving **Keystone** any information and help **Keystone** requires (determined by **Keystone** acting responsibly). This includes giving **Keystone** written statements of documents **Keystone**

considers relevant. **Keystone** may also require the **Insured** or any **Employee** covered by this **Policy** to attend court to give evidence. The **Insured** and/or **Employee** must help **Keystone** even when **Keystone** has already paid the **Employee's** claim. If the **Insured** and/or **Employee** does not co-operate then the **Employee's** payments may be suspended.

- 5.13 **Keystone** may at **Keystone's** own expense conduct any medical examinations or if appropriate arrange for an autopsy to be carried out. **Keystone** may also at any time during a claim ask for further information or appoint a person to conduct further enquiries into the nature and circumstances of the claim.
- 5.14 **Keystone** may request that a progressive claim form be completed by the **Employee's** attending **Medical Practitioner**.
- 5.15 All weekly compensation shall be paid monthly in arrears.
- 5.16 All compensations shall be paid to the **Employee**, or in the case of the **Employee's** death, to the **Employee's** legal personal representative.
- 5.17 **Keystone** shall not be liable to pay compensation under this **Policy** totalling more than the **Aggregate Sum Insured** for all claims arising under this **Policy** during the **Period of Insurance** shown in the **Schedule**.
- 5.18 Any claim or benefit paid under this **Policy** will be paid in the same currency as the premium quoted.

6. Conditions

Cancellation

- 6.1 **Keystone** may only cancel this **Policy** pursuant to the *Insurance Contracts Act 1984 (Cth)*.
- 6.2 The **Insured** may cancel this **Policy** at any time by giving written notice to **Keystone**.
- 6.3 **Keystone** may retain the pro rata proportion of the **Premium**. However, in the event of the notification of a **Claim** which is covered under this **Policy**, or a notification pursuant to the *Insurance Contracts Act 1984 (Cth)* being given by an **Insured** prior to cancellation, the **Premium** shall be regarded as fully earned and may be retained by **Keystone**.

Consideration

- 6.4 The indemnity provided by **Keystone** under this **Policy** is in consideration of the payment of the **Premium**.
- 6.5 The **Insured** must pay the **Premium** specified in the **Schedule** for the **Period of Insurance** to **Keystone** by the due date. The due date is on or before thirty (30) days after the inception date of the **Period of Insurance** or such other time that **Keystone** agrees in writing. If the **Insured** fails to pay the **Premium** by the due date, **Keystone** is entitled to cancel this **Policy** in accordance with the *Insurance Contracts Act 1984 (Cth)*.

Construction and Interpretation

- 6.6 Paragraph titles used in this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purposes of its construction or interpretation.
- 6.7 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

Endorsements

- 6.8 An **Endorsement** does not affect or increase the sum insured or weekly benefits or any other term, except to the extent specifically provided in the **Endorsement**. For the avoidance of doubt, each **Endorsement** is otherwise subject to all the terms of this **Policy**.

Enforceability

- 6.9 This **Policy** must have a **Schedule** attached to it which has been signed by an authorised officer of **Keystone** to be enforceable.

Foreign Currency

6.10 Any payments made or costs and expenses incurred in a currency other than Australian dollars shall be converted to and paid in Australian dollars based upon the rate of exchange published by the Reserve Bank of Australia on the date that the payments were made or costs and expenses were incurred, or the preceding date should they be incurred on a weekend or public holiday.

Goods and Services Tax (GST)

6.11 **Keystone** will charge the **Insured** an amount on account of GST as part of the **Premium**. The **Insured** and/or **Employee** must inform **Keystone** of the extent to which there is an entitlement to an input tax credit for that GST amount each time that s/he notifies a claim under this **Policy**. No payment will be made to the **Insured** or **Employee** for any GST liability that s/he may incur on the settlement of a claim if s/he does not inform **Keystone** of his/her entitlement or correct entitlement to an input tax credit. **Keystone's** liability to the **Insured** or **Employee** will be calculated taking into account any input tax credit to which the **Insured** or **Employee** is entitled for any acquisition which is relevant to the claim, or to which s/he would have been entitled had s/he made a relevant acquisition, despite the other terms of this **Policy**. 'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in *A New Tax System (Goods and Services Tax) Act 1999*.

Governing Law

6.12 This **Policy** will be governed in accordance with law of the State or Territory of Australia in which this **Policy** was issued. Any disputes relating to interpretation will be submitted to the exclusive jurisdiction of the courts of Australia.

Insurance Contracts Act 1984

6.13 This **Policy** is governed by, and **Keystone** will act in accordance with, the *Insurance Contracts Act 1984 (Cth)*.

Subrogation

6.14 **Keystone** will become subrogated to all rights and remedies that the **Insured** or **Employee** may have against any party in relation to that claim where **Keystone** have paid a claim under this **Policy**. The **Insured** and/or **Employee** must assist **Keystone** (including giving evidence at any civil hearing) and provide such information and documentation (including signed statements) as **Keystone** (determined by **Keystone** acting responsibly) require in exercising such rights, at **Keystone's** request and without charge.

Variation of this Policy

6.15 No variation of this **Policy** will be effective, unless made by **Endorsement**.