

**MINING & ENERGY UNION (MEU) QUEENSLAND**

**DEATH & TOTAL PERMANENT DISABLEMENT  
BY ACCIDENT ONLY  
PRODUCT DISCLOSURE STATEMENT AND POLICY  
WORDING**

## **PRODUCT DISCLOSURE STATEMENT**

This Product Disclosure Statement (PDS) contains important information required under the Financial Services Reform Act 2001.

### **INTRODUCTION**

#### **Who is/are the insurer(s)?**

Certain Underwriters at Lloyd's hereinafter called "We, Our, Us or Underwriters" are the insurer of the insurance policy. In the Policy the insurer is called "We, Our, Us or Underwriters".

#### **The Purpose of this PDS**

This PDS has been prepared to assist you in understanding the insurance policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance policy including its benefits, risks and information about how the insurance premium is calculated. You still need to read the policy wording for a full description of the terms, conditions and limitations of the insurance policy.

#### **General Insurance Code of Practice**

The purpose of the Code is to raise the standards of practice and service in the Insurance Industry. This insurance is not not subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice Details about the Code are shown in the policy wording under Condition 4 on page 12.

#### **What to do if you have a dispute**

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 Claims Management Australasia in the first instance:

Complaints Officer  
Claims Management Australia Pty Ltd  
PO Box 6009, Dural Delivery Centre, NSW 2158  
Telephone 1300 133 903 during business hours  
Email [info@claimsmanagers.com.au](mailto:info@claimsmanagers.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: [idraustralia@lloyds.com](mailto:idraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

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

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

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://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 Management Australia Pty Ltd  
PO Box 6009, Dural Delivery Centre, NSW 2158  
Telephone 1300 133 903 during business hours.  
Email [info@claimsmanagers.com.au](mailto:info@claimsmanagers.com.au)

Details about the dispute resolution system are shown in the policy wording under "Complaints Procedure" on page 11.

### **Your privacy**

Lloyd's and its agents are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (the Act). This sets out basic standards relating to the collection, use, disclosure and handling of personal information. Our Privacy Policy, available by calling your broker, sets out how:

- we protect your personal information;
- you may access your personal information;
- you may correct your personal information held by us;
- you may complain about a breach of the Privacy Principles or Registered Privacy Code and how we will deal with such a complaint.

Details about your privacy are shown in the policy wording under Conditions point 8 on page 12.

### **Your duty to take reasonable care not to misrepresent**

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to take reasonable care not to make a misrepresentation.

What this means is that you must take care to ensure the accuracy of any information you provide to us, as our decision whether to enter into a contract with you, and if so on what terms, will be based on the information you provide.

Your duty includes:

- Giving honest, accurate and complete answers to any questions we ask;
- Making reasonable enquiries to determine the accuracy of any information you give to us; and
- Taking care to ensure that any representation you make to us is accurate.

Every person who is insured under the policy must comply with this duty at the commencement of the policy and when you renew, vary, extend, reinstate or replace the policy. If you or any person who is insured under the policy do not comply with this duty and fail to take care to ensure the accuracy of any representation made to us, we may cancel the policy, reduce the amount we pay if you make a Claim, or decline a Claim. If you breach this duty fraudulently, we may avoid the policy altogether and treat it as if it never existed.

Details about disclosure information are shown in the policy wording under IMPORTANT NOTICES “Your duty to take reasonable care not to misrepresent” on page 8.

### How to apply for insurance

Complete our application form. If we accept Your application for insurance, You will receive a schedule that sets out details of the insurance You have taken out.

### How to make a claim

In the event of a claim arising under this insurance IMMEDIATE NOTICE should be given to:

Claims Management Australia Pty Ltd  
PO Box 6009  
Dural Delivery Centre NSW 2158  
Telephone 1300 133 903 during business hours  
Email [info@claimsmanagers.com.au](mailto:info@claimsmanagers.com.au)

### Taxation information

Underwriters show all taxes and charges as separate items on all schedules (e.g. stamp duty and the Goods and Services Tax).

### SIGNIFICANT FEATURES AND BENEFITS

You have one level of cover which is available subject to the application form.

Cover	Description of cover provided (for each Insured Person)	
Bodily Injury caused by an Accident	Death	100%
	Total and irrecoverable loss of sight of both eyes	100%
	Total and irrecoverable loss of sight of one eye	50%
	Loss of two limbs	100%
	Loss of one limb	50%
	Total and irrecoverable loss of sight of one eye and one limb	100%
	Permanent Total Disablement (other than total and Irrecoverable loss of sight of one or both eyes or Loss of limb(s))	100%

The percentages specified above are % of the Capital Sum Insured stated in the Schedule of Insured Persons applicable to the Insured Person.

**Exclusions**

The insurance is designed to provide protection for Insured Persons in the event of something happening which has been insured against. Under some circumstances, this policy will not provide any insurance cover to an insured person. To fully understand the cover provided the policy should be read in full. In the policy wording we have included a section of exclusions under EXCLUSIONS on page 10, a section marked IMPORTANT NOTICES on page 8, a section marked DEFINITIONS on pages 9 & 10 and a section marked CONDITIONS on pages 10, 11, 12, 13 & 14.

**SIGNIFICANT RISKS****Disclosure**

The law requires You requires you to take reasonable care not to make a misrepresentation. Every person who is insured under the policy must comply with this duty at the commencement of the policy and when you renew, vary, extend, reinstate or replace the policy. If you or any person who is insured under the policy do not comply with this duty and fail to take care to ensure the accuracy of any representation made to us, we may cancel the policy, reduce the amount we pay if you make a Claim, or decline a Claim. If you breach this duty fraudulently, we may avoid the policy altogether and treat it as if it never existed.

Disclosure obligations and the consequences of not complying with these obligations are outlined in the policy wording under IMPORTANT NOTICES on page 8.

**Costs**

We take into consideration a number of factors in setting our premiums. These include but are not limited to factors relating to the level of cover provided and the medical/insurance history of applicants.

Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services tax and Stamp Duty.

# **MINING & ENERGY UNION (MEU) QUEENSLAND**

## **DEATH & TOTAL PERMANENT DISABLEMENT BY ACCIDENT ONLY POLICY WORDING**

## SCHEDULE

Policy Number: B1307 C230033  
Policy Holder: MINING & ENERGY UNION (MEU) QUEENSLAND  
ABN 73 089 711 903  
Registered Address for Notices: Level 2, 61 Bowen Street, Spring Hill Qld 4000  
Commencement Date: 01 December 2023  
Renewal Date: 01 November 2024  
Eligibility: A person is eligible to be covered under this policy while they satisfy the following:  
The person is a member or officer / staff member of the MEU Qld  
Sum Insured Options: Option 1 \$150,000  
Option 2 \$250,000  
Option 3 \$500,000  
Premium Rates: Option 1 \$9.59 per week  
Option 2 \$15.98 per week  
Option 3 \$31.97 per week

The percentages specified below are % of the Capital Sum Insured stated in the Schedule of Insured Persons applicable to the Insured Person.

Where the letters N.C. (NOT COVERED) are inserted no insurance is provided.

1. Death	100%
2. Total and irrecoverable loss of sight of both eyes	100%
3. Total and irrecoverable loss of sight of one eye	50%
4. Loss of two limbs	100%
5. Loss of one limb	50%
6. Total and irrecoverable loss of sight of one eye and loss of one limb	100%
7. Permanent Total Disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s))	100%

Should losses from a single event exceed AUD 17,500,000, Underwriters liability will be limited to the event limit of AUD 17,500,000 and the benefit payable will be divided proportionally between the Insured Persons

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## IMPORTANT NOTICES

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Words in bold print in this Insurance have special meaning, as defined in the DEFINITIONS of this Insurance.

### **Retention of Policy Document**

This is an important document which you should read carefully and keep in a safe place.

### **Your duty to take reasonable care not to misrepresent**

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to take reasonable care not to make a misrepresentation.

What this means is that you must take care to ensure the accuracy of any information you provide to us, as our decision whether to enter into a contract with you, and if so on what terms, will be based on the information you provide.

Your duty includes:

- Giving honest, accurate and complete answers to any questions we ask;
- Making reasonable enquiries to determine the accuracy of any information you give to us; and
- Taking care to ensure that any representation you make to us is accurate.

Every person who is insured under the policy must comply with this duty at the commencement of the policy and when

you renew, vary, extend, reinstate or replace the policy. If you or any person who is insured under the policy do not comply with this duty and fail to take care to ensure the accuracy of any representation made to us, we may cancel the policy, reduce the amount we pay if you make a Claim, or decline a Claim. If you breach this duty fraudulently, we may avoid the policy altogether and treat it as if it never existed.

### **The Duty of Utmost Good Faith**

This contract is based on utmost good faith requiring each party to act towards the other party, in respect of any matter arising under or in relation to it, with the utmost good faith.

### **Money Back Guarantee**

If for any reason an Insured Person is not completely satisfied with this insurance contract the schedule may be returned to Us within fourteen (14) days of its receipt and subject to no claim being made We will cancel the schedule and refund in full any premium paid.

### **Agreement**

We The Underwriters hereby agree with You, to the extent and in the manner herein provided, that if the Insured Person sustains **Injury** caused by an **Accident**, we will pay to the Insured Person, or to the Insured Person's Executors or Administrators, according to the Schedule of Benefits after the total claim shall be substantiated under this Insurance.

### **Provided always that:**

1. benefit shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one **Accident** to any one Insured Person
2. the total sum payable under this Insurance in respect of any one or more **Accidents** to any one Insured Person shall not exceed in all the largest benefit under any one of the items contained in the Schedule of Benefits.
3. if Item 1 of the Schedule of Benefits is not covered, then no claim shall be payable, in respect of any **Accident** which would have given rise to a claim for death had that item been covered.
4. if Item 1 of the Schedule of Benefits is covered and an **Accident** causes the death of the Insured Person within twelve months following the date of the **Accident** and prior to the definite settlement of the benefit for disablement provided for under Items 2 to 7 of the Schedule of Benefits, there shall be paid only the benefit provided for in the case of death.

### **DEFINITIONS**

In this Insurance:

1. a) **We/Our/Us/Underwriters** means certain underwriters at Lloyd's  
 b) **You/Your** means the Union shown in the schedule as the policy holder  
 c) **Insured Person** means the individual named in the policy Schedule
2. **Injury** means a bodily injury to an Insured Person resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause including any pre-existing physical or congenital condition (except Sickness directly resulting from medical or surgical treatment rendered necessary by such Injury), provided the Injury:
  - a) occurs on or after the Insured Person's Effective Date of Individual Insurance;
  - b) and results in any of the Events specified in the Table of Events within 12 calendar months from the date of such Injury provided this policy remains in force.
3. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.

**Accident** shall also include

- a) exposure resulting from a mishap to a conveyance in which the Insured Person is travelling;
  - b) disappearance. If the Insured Person is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that the Insured Person has sustained **Bodily Injury** and that such injury has caused the Insured Person's death, the Underwriters shall forthwith pay any death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.
4. **Policy Period** means the period shown in the Policy Schedule or subsequent Renewal Notice issued by Us.
  5. **War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
  6. **Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not.  
 Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorism shall also include any act which is verified or recognized by the (relevant) Government as an act of terrorism.
  7. **Permanent Total Disablement** means disablement which entirely prevents the Insured Person from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts twelve months and at the end of that period is beyond hope of improvement.
  8. **Loss of Limb** means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.
  9. **Accident Event** as used herein shall be understood to mean all individual losses arising out of and directly occasioned by one sudden, unexpected unusual specific event occurring at an identifiable time and place. However, the duration and extent of any "accident event" so defined shall be limited to 24 consecutive hours and within a 10-mile radius for any "accident event" hereunder, and no individual loss which occurs outside such period and/or radius shall be included in that "accident event".  
 You/the Insured Person(s) may choose the date and time when such period of consecutive hours commences and also the specific mile-radius determining a "accident event". If any event is of greater duration than the above period, You/ the Insured Person(s) may divide that event into two or more "accident events", provided no two periods overlap and provided no period commences earlier than the date and time of the first recorded individual loss to You/ the Insured Person(s) arising out of the event.

10. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
11. **Cyber Incident** means:
  - 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
  - 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
12. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

## EXCLUSIONS

This Insurance does not cover death or disablement in any way caused or contributed to by

1. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
2. Radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise;
3. the Insured Person engaging in or taking part in armed forces service or operations;
4. Engaging in any aerial activity, except as a passenger and not as a pilot or crew member in any aircraft licensed to carry passengers;
5. Intentional self-injury, suicide, or criminal or illegal act;
6. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) howsoever these have been acquired or may be named;
7. the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life);
8. An Insured Person having a blood alcohol content over the prescribed legal limit when driving or operating any motor vehicle, and/or being under the influence of intoxicating liquor and/or being under the influence of any drug other than a drug taken or administered by, or in accordance with the advice of a legally qualified medical practitioner;
9. Racing in or on any motor powered device;
10. Any overseas travel exceeding three months;
11. Training for or participating as a professional in any sport other than Rugby League players earning AUD10,000 or less per season
12. Any loss arising out of any Terrorist Act;
13. The intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act;
14. Unless otherwise declared and agreed by the Underwriters no benefit will be payable for any condition for which the Insured Person has sought advice, diagnosis, treatment or counselling or of which the Insured Person was or should reasonably have been aware at inception of this Insurance or for which the Insured Person has been treated at any time prior to inception.

## CONDITIONS

### 1. Claims Notification

On the happening of any occurrence likely to give rise to a claim, it is a condition precedent to Underwriters liability that the Insured and/or the Insured Person will ensure that notice is given to Underwriters in writing as soon as possible after the date of the occurrence and in any event within 60 days. Such notice shall include full particulars of the occurrence. In no event will Underwriters be liable to pay any claim where the Insured and/or an Insured Person has failed to notify Underwriters in writing within 120 days after the date of the occurrence.

All medical records, notes and correspondence referring to the subject of a claim or a related preexisting condition shall be made available on request to any medical adviser appointed by or on behalf of the Underwriters and such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the Insured Person.

## 2. **Cyber Risks**

Any benefits for **Injury** due to:

- i. the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above are payable.

Any benefits for **Injury** or **Sickness** caused by or arising out of a **Cyber Act** or a **Cyber Incident** are payable, subject to the terms, conditions, limitations and exclusions of this policy.

## 3. **Fraud and Mis-statement**

Any fraud, mis-statement or concealment by You or an Insured Person in relation to any matter affecting this insurance or in connection with the making of any claim under it will give Underwriters the rights provided for in the Insurance Contracts Act, including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the Insurance.

## 4. **Several Liability**

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

## 5. **General Code of Practice**

The Insurance Industry has developed a General Insurance Code of Practice. This insurance is not not subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice.

## 6. **Complaints Procedure**

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 Claims Management Australasia in the first instance:

Complaints Officer

Claims Management Australia Pty Ltd

PO Box 6009, Dural Delivery Centre, NSW 2158

Telephone 1300 133 903 during business hours

Email [info@claimsmanagers.com.au](mailto:info@claimsmanagers.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: [idraustralia@lloyds.com](mailto:idraustralia@lloyds.com)

Telephone: (02) 8298 0783

Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

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

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

Telephone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Post: GPO Box 3 Melbourne VIC 3001

Website: [www.afca.org.au](http://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 Management Australia Pty Ltd

PO Box 6009, Dural Delivery Centre, NSW 2158

Telephone 1300 133 903 during business hours

Email [info@claimsmanagers.com.au](mailto:info@claimsmanagers.com.au)

## 7. Claims Procedure

In the event of a claim arising under this insurance IMMEDIATE NOTICE should be given to:

Claims Management Australia Pty Ltd

PO Box 6009

Dural Delivery Centre NSW 2158

Telephone 1300 133 903 during business hours

Email [info@claimsmanagers.com.au](mailto:info@claimsmanagers.com.au)

We may have the Inured Person medically examined at Our expense when and as often as We may reasonably require after a claim has been made, or arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.

Compensation will be paid as soon as We have investigated and verified the information supplied and satisfied Ourselves that the claim falls within the Policy.

## 8. Privacy

Lloyd's and its agents are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (the Act). This sets out basic standards relating to the collection, use, disclosure and handling of personal information. Our Privacy Policy, available by calling your broker, sets out how:

- we protect your personal information;
- you may access your personal information;
- you may correct your personal information held by us;
- you may complain about a breach of the Privacy Principles or Registered Privacy Code and how we will deal with such a complaint.

We, and our agents, need to collect, use and disclose your personal information in order to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim. You can choose not to provide us with some of the details or all of your personal information, but this may affect our ability to provide the cover, administer the insurance or assess a claim.

We may disclose your personal information to third parties who assist us in providing the above services. These parties (which include our related entities, distributors, agents, insurers (including reinsurers) and service providers) will only use the personal information for the purposes we provided it to them for (unless otherwise required by law). It is likely that the information will be disclosed overseas to the United Kingdom. Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your representatives or co-insureds). If you provide information for another person you represent to us that:

- you have the authority from them to do so and it is as if they provided it to us;
- you have made them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

You are entitled to access your information if you wish and request correction if required. You may also opt out of receiving materials sent by us by contacting your broker.

## 9. Age Limit

We will only be liable for any Injury which happens to an Insured Person if at the date of the Injury he/she are aged between 16 and 64.

## 10. Individual Terminations

The policy will immediately terminate on the earliest of the following dates:

- a) on the date this Policy is cancelled by You or Us;
- b) sixty (60) days after the Premium Due Date in the event an instalment of the annual premium due for that period is not paid on the Premium Due Date, except as the result of inadvertent administrative error. This condition applies to each and every instalment of the annual premium which is due on the Premium Due Date. This condition cannot be disregarded by You because We have previously accepted a premium payment more than 60 days after the Premium Due Date.
- c) on the date the Insured Person ceases to be a member of the MEU Queensland
- d) on the Insured Person's 65<sup>th</sup> Birthday

## 11. Cancellation

This Policy may be cancelled by You at any time with effect from the next Premium Due Date by giving Us written notice. This Policy may be cancelled by Us if You have been in breach of any of its Terms or Conditions or in accordance with Sections 59 and 60 of the Insurance Contracts Act 1984, in which case We will refund the proportion of the premium for the unexpired Policy Period.

**12. Australian Law**

This Policy is governed by the Laws of the Australian State or Territory it was issued in and any dispute or action in connection therewith shall be conducted and determined in Australia.

**13. Tax and Imposts**

Where Underwriters are, or believe they will become, liable for any tax or other imposts levied by any Commonwealth or State government, authority or body in connection with this Policy, the Underwriters may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under this Policy in the manner and to the extent the Underwriters determines to be appropriate to take account of the tax or impost.

**14. Subrogation**

In the event of any payment under this Policy, We shall be subrogated to all the Insured Person's rights of recovery thereof against any person or organisation and the Insured Person shall execute and deliver instructions and papers and do whatever else is necessary to secure and enable enforcement of such rights. You or the Insured Person shall take no action to prejudice such rights.

**15. Sanctions**

No Insurer shall be deemed to provide cover and no 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 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.