



# **Motorcycling Australia Limited**

Group / Individual Personal Accident Insurance

31 October 2020 to 31 October 2021

## **Policy Wording**



## GROUP/ INDIVIDUAL PERSONAL ACCIDENT POLICY

Subject to the terms, conditions, exclusions and limitations contained in this Policy, this Policy provides cover for Disablement caused by Injury only and Benefits are payable in the circumstances set out in the Policy. The particular cover which applies to you and which you selected when you applied for this insurance is referred to in the schedule, which forms part of this Policy.

### IMPORTANT DEFINITIONS

For the purpose of this 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 bodily Injury.

**Accidental Death** means death of an Insured Person occurring during the Scope of Cover.

**Child Minding Services Benefit** means the cost of child minding services reasonably and necessarily incurred by an Insured Person as a result of Injury causing Temporary Total Disablement. Provided that:

- (a) such child minding services are carried out by persons other than members of the Insured person's family or other relatives or persons permanently living with the Insured Person;
- (b) such child minding services are certified by a legally qualified medical practitioner as being necessary for the recovery of the Insured person;
- (c) payments will commence from the 14<sup>th</sup> day of treatment by a legally qualified medical practitioner.

**Deferral Period** is the period stated in the Schedule during which no Benefits are payable for Temporary, Total or Partial Disablement.

**Disablement** means Permanent Total Disablement, **Temporary Partial Disablement** or **Temporary Total Disablement**.

**Earnings** means:

- (a) if you are an employee, Your gross weekly rate of pay exclusive of bonuses, commission, overtime payments and any allowances averaged over the period of twelve (12) months prior to the date Disablement commences or over such shorter period as you have been continuously employed;
- (b) if you are not an employee, Your gross weekly income derived from personal exertion after deducting any expenses necessarily incurred by you in deriving that income averaged over the period of twelve (12) months prior to the date Disablement commences or over such shorter period as you shall have been engaged in Your occupation or business.

**Event(s)** means the relevant Event(s) described in the Table of Benefits.

**Home Help Weekly Benefit** means the cost of hiring home help reasonably and necessarily incurred by an Insured Person as a result of Injury causing Temporary Total Disablement. Provided that:

- (a) such home help is carried out by persons other than members of the Insured person's family or other relatives or persons permanently living with the Insured Person;
- (b) such home help is certified by a legally qualified medical practitioner as being necessary for the recovery of the Insured person;
- (c) payments will commence from the 14<sup>th</sup> day of treatment by a legally qualified medical practitioner.

**Injury** means bodily injury resulting from an Accident that occurs fortuitously to the Insured Person 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 any consequences of an Injury which are ordinarily described as being a disease.

**Insured Person** means all participants, officials, volunteers, employees, directors and committee members of or associated with the Insured. A person is an Insured Person only during the Scope of Cover.

**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.



**Non-Medicare Medical Expenses** means reasonable medical expenses necessarily incurred by an Insured Person as a result of Injury(s) that are:

- (a) not subject to any full or partial Medicare rebate or benefit, including the Medicare Gap;
- (b) incurred within twelve calendar months of the Insured Person sustaining the injury; and
- (c) for treatment certified necessary by a qualified medical practitioner (other than the Insured Person) and shall include:
  - (i) expenses incurred for treatment by a physiotherapist, chiropractor, osteopath, or any similar provider of Allied Health and Rehabilitation services;
  - (ii) cost of medical supplies, medical equipment or medical aids not otherwise insured;
  - (iii) dental treatment, provided such treatment is necessary as a result of the Injury, and is to otherwise sound and natural teeth, excluding first teeth and dentures.

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

**Quadriplegia** means the permanent loss of use of both arms and both legs and the permanent loss of use of part of or whole of the torso.

**Parents' Inconvenience Allowance** means reimbursement of expenses incurred for travelling, child minding or other out of pocket expenses incurred whilst an Insured Person, being 18 years of age and under and financially dependent, is hospitalised as a result of Injury.

**Period of Insurance** means the period stated in the **Schedule**.

**Permanent Total Disablement** means Disablement which is Permanent and is as a result of an Accident and which entirely prevents the Insured Person forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by training, education or experience.

**Temporary Partial Disablement** means that in the opinion of a doctor and whilst the Insured Person is under the regular care of and acting in accordance with the instructions and/or advice of that doctor, the Insured Person is temporarily unable to engage in a substantial part of their usual occupation or business.

**Temporary Total Disablement** means that in the opinion of a doctor and whilst the Insured Person is under the regular care of and acting in accordance with the instructions and/or advice of that doctor, the Insured Person is temporarily unable to engage in their usual occupation or business. **Schedule** includes any current Schedule.

**Scope of Cover** means the scope of cover described in the Schedule.

**Spouse / Partner** means Your husband, wife, de facto and/or life partner.

**Student Tutorial Weekly Benefit** means reimbursement of home tutoring services expenses reasonably and necessarily incurred by You or on Your behalf for which you become entitled due to Temporary Total Disablement resulting directly from an Injury occurring during the Period of Insurance, subject to:

- (a) Your being registered as a full-time student;
- (b) such home tutoring services are carried out by persons other than members of the Insured Person's family or other relatives or persons who are full time students, and who are qualified teachers or tutors; and
- (c) such payments commencing from the 14<sup>th</sup> day of treatment by a legally qualified medical practitioner.

**We/Our/Us** means M A Insurance Limited

**You/Your** is the Insured Person. If the Insured is not the Insured Person, then **You/Your** in connection with the payment of premium, the General Conditions and receipt of Benefits means the Insured and in connection with the circumstances in which entitlement to Benefits arise means the Insured Person.



## SCHEDULE

**Insured:** Motorcycling Australia Limited

**Insurer:** M A Insurance Limited

**Territorial Limits:** World-wide

**Sum Insured:** As per table of benefits

**Aggregate Limit of Liability:** \$1,500,000

**Maximum Weekly Benefit Period (Insured Events 15,16,18 & 20):** 104 weeks in respect of any one Injury from the date of the first payment by The Company.

**Period of Insurance:** From: 31<sup>st</sup> day of October 2020  
To: 31<sup>st</sup> day of October 2021 **both days inclusive**

and for any period in which this Policy is subsequently renewed.

**Insured Persons:** As defined within the Important Definitions

**Scope of Cover:** Covering the Insured Persons against Accidental Death or Injury whilst participating in or attending any event, meeting or activity authorised by or recognised by or on the business of the Insured.

In respect of officials and volunteers only, the Scope of Cover includes travel directly to and from such events from their usual place of work or domicile.

**Deferral Period:** The first fourteen (14) days from the date of commencement of disablement.

**Broker:** MKM Insurance Partners, Suit 5,400 High Street Kew Vic 3101

**Service of claims process:** Proclaim Management Services, Locked Bag 32012, Collins St East, VIC 8003 [ahclaims@proclaim.com.au](mailto:ahclaims@proclaim.com.au)

**Premium:** As agreed

**Policy Number:** MAIL/PA/2021

IN WITNESS WHEREOF, this Policy has been countersigned by an authorised officer of M A Insurance Limited on behalf of the Insurer at \_\_\_\_\_ this 10 Day of MARCH, 2021.

Signature \_\_\_\_\_



## SECTION ONE: EXTENT OF COVER

If during the Period of Insurance an Insured Person suffers an Accident which directly results in an Injury which results in the occurrence of any of the Events set out in the Table of Benefits, and subject to receipt by Us of a satisfactorily completed claim form together with all reasonably required supporting documentation, We will pay the benefit set out providing the Event occurs within twelve (12) months of the Accident.

### TABLE OF BENEFITS

#### Lump Sum Benefits

INSURED EVENT	SUM INSURED	
1	Quadruplegia or Paraplegia	\$150,000
2	Death	\$10,000
	- Under 18 years of age	\$75,000
	- If under 18 years of age with full time employment	\$75,000
	- All other Insured Persons	\$75,000
3	Permanent Total Disablement	\$100,000
4	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	\$50,000
5	Permanent Total Loss of Sight of Both Eyes	\$50,000
6	Permanent Total Loss of Sight of One Eye	\$50,000
7	Loss of or the Permanent Total Loss of use of one limb	\$50,000
8	Loss of or the Permanent Total Loss of use of two limbs	\$50,000
9	Loss of or the Permanent Total Loss of use of four fingers and thumb of either hand	\$35,000
10	Loss of or the Permanent Total Loss of use of four fingers of either hand	\$20,000
11	Loss of or the Permanent Total Loss of use of four fingers of either hand:	\$15,000
	(a) Both Joints (b) One Joint	\$7,500
12	Loss of or the Permanent Total Loss of use of fingers of either hand:	\$5,000
	(a) Three Joints	\$3,750
	(b) Two Joints	\$2,500
	(c) One Joint	\$2,500
13	Loss of or the Permanent Total Loss of use of toes and disablement of foot:	\$7,500
	(a) All-one Foot	\$2,500
	(b) Great-both Joints	\$1,500
	(c) Great-one Joint	\$500
	(d) Other than great toe, each toe	\$500
14	Permanent Disability not otherwise provided for under Insured Events 3 to 13 inclusive.	Such percentage of the Sum Insured as the insurer shall in its absolute discretion determine and being in its opinion not inconsistent with the benefits provided under Insured Events 3 to 13 inclusive, to a maximum of \$100,000



## Weekly Benefits

	INSURED EVENT	SUM INSURED
15	<p><b>Temporary Total Disablement</b></p> <p>From the date Temporary Total Disablement as a result of Injury commences and whilst the Temporary Total Disablement persists and after the Waiting Period for income earners who are marshals and officials at permitted events / activities, including authorised persons who are directly engaged for the purpose of planning and preparation of such events and activities.</p>	We will pay up to \$500 but not exceeding the Salary of the Insured Person.
16	<p><b>Temporary Partial Disablement</b></p> <p>From the date Temporary Partial Disablement as a result of Injury commences and whilst the Temporary Partial Disablement persists and after the Waiting Period for income earners who are marshals and officials at permitted events / activities, including authorised persons who are directly engaged for the purpose of planning and preparation of such events and activities.</p> <p>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 25% of the amount payable for Event 15.</p>	We will pay up to \$500 provided the combined amount of Benefit and current earnings as a result of working in a reduced capacity with the Insured, does not exceed the pre-Injury Earnings of the Insured Person.
17	<b>Parents' Inconvenience Allowance</b>	Up to a maximum of \$1,500
18	<b>Home Help Weekly Benefit</b>	\$ 250 per week
19	<b>Student Tutorial Weekly Benefit</b>	The maximum amount payable under this benefit is \$750 per month for a maximum of 6 months
20	<b>Child Minding Services Benefit</b>	\$ 250 per week
21	<b>Insured Person Retraining Benefit</b>	The maximum amount payable under this benefit is \$500 per month for a maximum of 26 weeks

## SECTION TWO: ADDITIONAL BENEFITS

The following Additional Benefits automatically apply to this Policy. Each Additional Benefit is subject to the General Conditions and Exclusions of the Policy.

### 2.1 Exposure

If as a result of an Injury occurring during the Period of Insurance while You are an Insured Person, You are exposed to the elements and suffer from any of the Insured Events set out in the Table of Benefits as a direct result of that exposure, We will pay compensations accordingly.

### 2.2 Disappearance

If during the Period of Insurance while You are an Insured Person, You disappear in any manner whatsoever and Your body has not been found within one (1) year after the date of disappearance, We will pay a compensation on the assumption that you died as a result of an Injury at the time of the disappearance.

### 2.3 Accommodation Expenses for Family Members of Injured Riders

If as a result of an Injury occurring during the Period of Insurance while You are an Insured Person, You are hospitalised, We will reimburse the accommodation expenses for one (1) family member to attend hospital while You receive treatment. Provided that:

- (a) the hospital is more than 250km from Your permanent residence;
- (b) the presence of the family member is considered necessary; and





(c) in the opinion of a duly qualified medical professional, You cannot be moved to a hospital closer to Your permanent place of residence.

The maximum amount We will pay is \$125 per night, to a maximum \$10,000 for any one Insured Person.

#### 2.4 **Emergency Transport Costs for Officials, Marshals and Volunteers**

If as a direct result of an Injury occurring during the Period of Insurance while You are an Insured Person, You require immediate transport to a hospital for treatment of such Injury, We will pay expenses for emergency transport or evacuation, including necessary expenses incurred for qualified medical staff to accompany You. Provided that cover under this Additional Benefit:

- (a) applies only to Insured Persons who are officials, marshals, or volunteers;
- (b) is payable in excess of any other valid or collectible indemnity, including indemnity under any private health insurance policy; and
- (c) the maximum amount We will pay is \$10,000.

#### 2.5 **Funeral Expenses**

If as a direct result of an Injury occurring during the Period of Insurance while You are an Insured Person, You suffer an accidental death for which Event 2 is payable, We will reimburse Your estate up to \$5,000 for all reasonable:

- (a) funeral, burial, and/or cremation expenses (including reasonable associated expenses); or
- (b) expenses incurred to transport Your body or ashes to a place nominated by the legal representative of Your estate.

#### 2.6 **Independent Financial Advice**

If as a direct result of an Injury occurring during the Period of Insurance while You are an Insured Person, You sustain an Injury for which benefits are payable under Events 1-20, We will pay You for professional financial advice You receive in respect of such benefit amount, Provided that:

- (a) the advice is provided by a duly authorised independent financial adviser who is not Your close family member; and
- (b) the maximum We will pay is \$2,000 for any one Event.

#### 2.7 **Insured Person Retraining Benefit**

If as a direct result of an Injury occurring during the Period of Insurance while You are an Insured Person, you become entitled to payment of a benefit under Event 21, We will pay expenses incurred by You for:

- (a) tuition or advice from a licensed vocational school; and/or
  - (b) participation in a return to work program,
- provided that:
- (c) Our written agreement has been provided prior to the incurrence of such costs; and
  - (d) the Insured Person's potential to return to work will be materially accelerated by participation in such a program; and
  - (e) the maximum We will pay per month is \$500, for a maximum 26 weeks.

#### 2.8 **Non-Medicare Medical Expenses**

If as a direct result of an Injury occurring during the Period of Insurance while You are an Insured Person You incur Non-Medicare Medical Expenses, We will reimburse those costs up to a maximum of \$5,000.

#### 2.9 **Out of Pocket Expenses for Officials, Marshals and Volunteers**

If as a direct result of an Injury occurring during the Period of Insurance while You are an Insured Person, You are an official, marshal or volunteer and incur expenses for:

- (a) Medical Aids;
- (b) local transportation (other than in an ambulance) for the purpose of seeking medical treatment; and
- (c) other non-medical expenses such as clothing and non-medical equipment,



We will pay the actual and reasonable out of pocket costs incurred, up to a maximum of \$1,000

## 2.10 Partner Retraining Benefit

If as a direct result of an Injury occurring during the Period of Insurance while You are an Insured Person, You become entitled to payment of a benefit under any of Events 1 to 10, We will pay the costs of training or retraining Your Spouse/Partner for the purpose of:

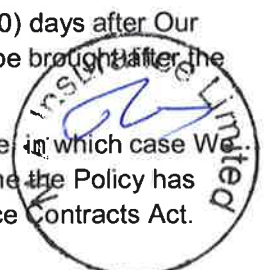
- (a) obtaining gainful employment;
- (b) improving their employment prospects; or
- (c) enabling them to provide improved quality of care to You,

provided that:

- (d) the training is provided by a recognised institution that is qualified to provide such training; and
- (e) the maximum amount We will pay under this Additional Benefit is \$5,000.

## SECTION THREE: GENERAL CONDITIONS

- 3.1 Compensation shall not be payable for more than one of the Insured Events 1-14 in respect of the same Injury, in which case the highest compensation will be payable.
- 3.2 Any compensation payable for Insured Events 1-14 shall be reduced by any sum already paid for under Insured Events 15 to 20 in respect of the same Injury.
- 3.3 Following a preliminary medical diagnosis of paraplegia or quadriplegia, We will pay fifty (50) percent of the maximum sum insured within three (3) months of the date of injury. The balance (to the maximum benefit) will be payable following a confirmed medical diagnosis of the condition being permanent and with no likelihood of recovery. Any variation to this will be at the discretion of the Insurer.
- 3.4 Weekly compensation for Temporary Total Disablement shall be limited to the Sum Insured stated in the Schedule or Your Earnings, whichever is the lesser.
- 3.5 We will pay one-seventh (1/7th) of the Weekly compensation for each day of Disablement where Disablement lasts for less than a week.
- 3.6 No Weekly compensation shall be payable for Disablement during the Deferral Period.
- 3.7 No further compensation will be payable under this Policy and all cover under this Policy will cease if:
  - 3.7.1 You become entitled to the payment of a Sum Insured under Insured Events 1 to 8 inclusive as stated in the Table of Benefits;
  - 3.7.2 You become entitled to the payment of Weekly compensations for the maximum period stated in the Schedule;
  - 3.7.3 You become entitled to both a Sum Insured as stated in the Schedule and Weekly compensations and you are paid 100% of the Sum Insured stated in the Schedule and Weekly compensations for the total period stated in the Schedule.
- 3.8 No compensations are payable unless as soon as possible after the happening of any Injury or the manifestation of a Sickness You obtain and follow medical advice from a legally qualified medical practitioner.
- 3.9 Written notice of claim must be given to Us within thirty (30) days after the occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible.
- 3.10 We may at Our own expense conduct any medical examination or examinations or arrange for an autopsy to be carried out.
- 3.11 No action at law shall be brought to recover on this Policy prior to the expiration of sixty (60) days after Our reasonable requirements in connection with a claim have been met. No such action shall be brought after the expiration of three (3) years after the date of the Injury giving rise to the claim.
- 3.12 This Policy may be cancelled by the Insured at any time by giving the Insurer written notice, in which case We shall retain a proportion of the premium calculated at Our usual short-term rates for the time the Policy has been in force. We may cancel this Policy in accordance with the provisions of the Insurance Contracts Act.





Upon cancellation by Us, We shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.

- 3.13 All Weekly compensations shall be paid fortnightly in arrears.
- 3.14 All compensations shall be paid to You, or in the case of Your death, to Your legal personal representative.
- 3.15 If a sum is shown in the Schedule as being the Aggregate Limit of Liability, We shall not be liable to pay compensations under this Policy totalling in all more than the Aggregate Limit of Liability Sum Insured for all claims arising under this Policy during the Period of Insurance shown in the Schedule, including any current Schedule.
- 3.16 All sums expressed in this policy shall be in Australian dollars.
- 3.17 The Insurer hereby submits to the jurisdiction of all Australian Courts in relation to all matters arising under this Policy.
- 3.18 Complaints and Disputes:
- 3.18.1 Any complaint relating to a claim should be addressed to The Internal Dispute Resolution (IDR) Panel at Proclaim Management Solutions in the first instance to the attention of the Claims Manager. If the matter remains unresolved, the complaint will be directed to Proclaim's IDR Officer.
- 3.18.2 Your complaint will be responded to within fifteen (15) business days provided all necessary information has been submitted and any investigation required has been completed. Where further information, assessment or investigation is required, reasonable alternative timeframes will be advised. You will be kept informed of the progress of Your complaint.
- 3.18.3 Your dispute will be acknowledged in writing within five (5) business days of receipt, and You will be kept informed of the progress of Our review of Your dispute at least every ten (10) business days. The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases You will receive a full written response to Your dispute within fifteen (15) business days of receipt, provided the Insured has received all necessary information and has completed any investigation required.
- 3.18.4 In the unlikely event that these processes do not resolve Your complaint or you are not satisfied with the manner in which Your complaint has been dealt with, an independent arbitrator will be appointed.

## SECTION FOUR: EXCLUSIONS

No compensations are payable under this Policy for any Event resulting from Injury which:

- 4.1 Is deliberately self-inflicted or deliberately caused to Yourself by You.
- 4.2 Results from any illegal or criminal act committed by You.
- 4.3 Are covered by:
- 4.3.1 Medicare;
- 4.3.2 Any workers compensation legislation;
- 4.3.3 Any transport accident legislation;
- 4.3.4 Any government sponsored fund, plan or medical benefit scheme;
- 4.3.5 Any other insurance policy required to be effected by or under law;
- 4.3.6 Any private health insurance; or
- 4.3.7 Any other policy of insurance providing income benefits as a result of the same Injury.
- 4.4 Pre-existing conditions.
- 4.5 Is caused by the Insured Person being under the influence of intoxicating liquor or having taken an illegal drug. For the purposes of this exclusion, being under the influence of intoxicating liquor shall be considered to be a Blood Alcohol Concentration above 0.00%.



## SECTION FIVE – REPATRIATION OF INSURED PERSON

The following Repatriation benefit is subject to the General Conditions, Exclusions and Definitions of the Policy unless expressly stated otherwise in this Section.

### 5.1 Scope of Cover:

Where the Insured has issued a Start Permission or Rider Release granting to the Insured Person permission to participate in an event, meeting or activity authorised by or recognised by another Federation Member Nation (FMN) of the Fédération Internationale de Motocyclisme, and that Start Permission or Rider Release expressly states that the Insured Person is covered for Repatriation, such cover is provided upon the terms of this Section Five.

### 5.2 Definitions: For the purposes of this Section Five only, the following words have the meanings hereby ascribed to them:

5.2.1 **Medical Repatriation Expenses** means the reasonable expenses for services provided and/or arranged with Our prior consent for the Repatriation of the Insured Person including, but not limited to expenses incurred for transportation of the Insured Person and transportation of accompanying medical personnel (including return travel for such medical personnel) and medical services during the course of transportation.

5.2.2 **Repatriation** means the necessary arrangements for the transfer of the Insured Person to their country of domicile with a scheduled common carrier.

### 5.3 Coverage:

If during the event for which the Start Permission was granted the Insured Person sustains Injury, We will pay at Our discretion and based on professional medical advice, the Insured Person's Medical Repatriation Expenses provided that cover under this Section Five:

5.3.1 Is payable in excess of any other valid or collectible indemnity, including indemnity under any private health insurance policy; and

5.3.2 the maximum amount We will pay is \$100,000.

