

**PROBUS AUSTRALIA NATIONAL INSURANCE PROGRAM**  
**Insurance Summary – 2016/2017**

The following is a summary of the insurance policies and is not intended to over-ride the terms, conditions or limitations in the policies.

**POLICY 1      LEGAL LIABILITY**

**Insured**

Probus South Pacific Limited, directors, staff and all accredited Probus Clubs, accredited Probus Associations and provisional Probus clubs including members of those Probus Clubs and Probus Associations, honorary members, life members, non active members, spouses and/or approved partners of these members, Probus Club self-assessed non-members, voluntary committees, voluntary workers, guest speakers and visitors and all participants in any organised or officially recognised activity of an accredited Probus Club or accredited Probus Association.

**Interest**

Insured's legal liability to pay compensation in respect of:

- (a) Personal Injury, or
- (b) Property damage

happening during the period of insurance and caused by an occurrence within the geographical limits in connection with the activities of Probus.

**Geographical Limits**

Worldwide excluding USA/Canada.

**Limit Of Cover**

\$20,000,000 any one occurrence and in the aggregate in respect of products liability.

**Major Exclusions**

- Employers Liability
- Discrimination and Harassment
- Assault or battery (at the direction of the Insured)
- Waiver of Rights
- Contractual Liability
- Intentionally or recklessly causing Personal Injury or Property Damage
- Loss of use of Property
- Aircraft, Watercraft (over 8 metres) and Hovercraft
- Registered Vehicles
- Libel and Slander (knowingly false or media directed)
- Fines and Punitive Damages

**Policy Extensions**

- Cross Liability - Principal's Indemnity
- Goods in Care, Custody and Control of the Insured (limit \$250,000)
- Volunteer Workers

**Deductible**

\$500 each and every claim for property damage only.

**Insurer**

QBE Insurance (Australia) Limited

**Policy Number**

AQ 0025952 PLB

**PROBUS AUSTRALIA NATIONAL INSURANCE PROGRAM**  
**Insurance Summary – 2016/2017**

**POLICY 2      PERSONAL ACCIDENT**

**Insured**

Probus South Pacific Limited, directors, staff and all accredited Probus Clubs, accredited Probus Associations and provisional Probus clubs including members of those Probus Clubs and Probus Associations, honorary members, life members, non active members, spouses and/or approved partners of these members, Probus Club self-assessed non-members, voluntary committees, voluntary workers, guest speakers and visitors and all participants in any organised or officially recognised activity of an accredited Probus Club or accredited Probus Association.

**Age Limit**

Up to and including 100 years of age.

**Scope of Cover**

Whilst on authorised business or activities of the Insured including direct travel to and from such business/activities. Travel directly means travel to and from the Insured Person's normal place of residence or normal place of employment and shall include any minor deviations or interruptions which in no way increase the risk of injury that would have normally arisen had the person travelled directly without deviation or interruption.

**Aggregate Limits**

Any one period of insurance      \$600,000  
 Non-scheduled aircraft              \$300,000

**Categories**

Category 1 – Persons aged 90 years and under  
 Category 2 – Persons aged over 90 years to a maximum of 100 Years

**Benefits**

Benefit	Category 1 - Persons aged 90 Years and under		Category 2 - Persons aged over 90 Years to a maximum of 100 years		
	2015/2016	2016/2017	2015/2016	2016/2017	
<b>Part A - Lump Sum Benefits</b>					
1	Accidental Death	\$25,000	\$25,000	\$10,000	\$10,000
2	Permanent Total Disablement	\$25,000	\$25,000	\$10,000	\$10,000
3	Paraplegia or Quadriplegia	\$25,000	\$25,000	\$10,000	\$10,000
4	Loss of sight of both eyes	\$25,000	\$25,000	\$10,000	\$10,000
5	Loss of sight of one eye	\$25,000	\$25,000	\$10,000	\$10,000
6	Loss of use of two Limbs	\$25,000	\$25,000	\$10,000	\$10,000
7	Loss of use of one Limb	\$25,000	\$25,000	\$10,000	\$10,000
8	Permanent and incurable insanity	\$25,000	\$25,000	\$10,000	\$10,000
9	Loss of hearing in:				
	(a) both ears	\$25,000	\$25,000	\$10,000	\$10,000
	(b) one ear	\$7,500	\$7,500	\$3,000	\$3,000
10	Permanent Loss of use of four Fingers and Thumb of either Hand	\$20,000	\$20,000	\$8,000	\$8,000
11	Permanent Loss of the lens of one eye	\$15,000	\$15,000	\$6,000	\$6,000
12	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	\$12,500	\$12,500	\$5,000	\$5,000
13	Permanent Loss of use of four Fingers of either Hand	\$12,500	\$12,500	\$5,000	\$5,000
14	Permanent Loss of use of one Thumb of either Hand:				
	(a) both joints	\$7,500	\$7,500	\$3,000	\$3,000
	(b) one joint	\$3,750	\$3,750	\$1,500	\$1,500

**PROBUS AUSTRALIA NATIONAL INSURANCE PROGRAM**  
**Insurance Summary – 2016/2017**

Benefit		Category 1 - Persons aged 90 Years and under		Category 2 - Persons aged over 90 Years to a maximum of 100 years	
		2015/2016	2016/2017	2015/2016	2016/2017
15	Permanent Loss of use of one, two and/or three Finger(s) of either Hand:				
	(a) three joints	\$3,750	\$3,750	\$1,500	\$1,500
	(b) two joints	\$2,500	\$2,500	\$1,000	\$1,000
	(c) one joint	\$1,250	\$1,250	\$500	\$500
16	Permanent Loss of use of Toes of either Foot:				
	(a) all - one foot	\$3,750	\$3,750	\$1,500	\$1,500
	(b) great - both joints	\$1,250	\$1,250	\$500	\$500
	(c) great - one joint	\$750	\$750	\$300	\$300
	(d) other than great, each toe	\$250	\$250	\$100	\$100
17	Fractured leg or patella with established non-union	\$2,500	\$2,500	\$1,000	\$1,000
18	Shortening of leg by at least 5 cm	\$1,875	\$1,875	\$750	\$750
19	Permanent partial disablement not otherwise provided for under	Such percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified by no fewer than three Doctors, one of whom will be the Covered Person's treating Doctor and the remaining two will be appointed by Us. In the event of a disagreement, the amount payable will be the average of the three opinions. The maximum amount We will pay is 75% of the lump sum benefit insured = <b>75% of \$25,000 = \$18,750</b>	Such percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified by no fewer than three Doctors, one of whom will be the Covered Person's treating Doctor and the remaining two will be appointed by Us. In the event of a disagreement, the amount payable will be the average of the three opinions. The maximum amount We will pay is 75% of the lump sum benefit insured = <b>75% of \$25,000 = \$18,750</b>	Such percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified by no fewer than three Doctors, one of whom will be the Covered Person's treating Doctor and the remaining two will be appointed by Us. In the event of a disagreement, the amount payable will be the average of the three opinions. The maximum amount We will pay is 75% of the lump sum benefit insured = <b>75% of \$25,000 = \$18,750</b>	Such percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified by no fewer than three Doctors, one of whom will be the Covered Person's treating Doctor and the remaining two will be appointed by Us. In the event of a disagreement, the amount payable will be the average of the three opinions. The maximum amount We will pay is 75% of the lump sum benefit insured = <b>75% of \$10,000 = \$7,500</b>
	Accompanying Spouse or Close Relative	50% of the Benefits 1 -19	50% of the Benefits 1 -19	50% of the Benefits 1 -19	50% of the Benefits 1 -19
<b>Part B - Bodily Injury Benefits</b>					
20	Craniotomy	\$25,000	\$25,000	\$10,000	\$10,000
21	Amputation of a Limb	\$25,000	\$25,000	\$10,000	\$10,000
22	Fracture of a Limb requiring open reduction	\$12,500	\$12,500	\$5,000	\$5,000
23	Dislocation requiring open reduction	\$6,250	\$6,250	\$2,500	\$2,500
24	Any other surgical procedure carried out under a general anaesthetic	\$1,250	\$1,250	\$500	\$500
25	Temporary Total Disablement & Temporary Partial	\$350 per week	\$350 per week	Not Insured	Not Insured
26	Disablement (maximum benefit period: 104 weeks)				
<b>Part C - Sickness Benefit – 27 to 32</b>		Not Insured	Not Insured	Not Insured	Not Insured

**PROBUS AUSTRALIA NATIONAL INSURANCE PROGRAM**  
**Insurance Summary – 2016/2017**

Benefit		Category 1 - Persons aged 90 Years and under		Category 2 - Persons aged over 90 Years to a maximum of 100 years	
		2015/2016	2016/2017	2015/2016	2016/2017
<b>Part D - Fractured Bones - Lump Sum Benefits</b>					
33	Neck, skull or spine (complete fracture)	\$3,000	\$3,000	\$3,000	\$3,000
34	Hip	\$2,250	\$2,250	\$2,250	\$2,250
35	Jaw, pelvis, leg, ankle or knee (other fracture)	\$1,500	\$1,500	\$1,500	\$1,500
36	Cheekbone, shoulder or hairline fracture of skull or spine	\$900	\$900	\$900	\$900
37	Arm, elbow, wrist or ribs (other fracture)	\$750	\$750	\$750	\$750
38	Jaw, pelvis, leg, ankle or knee (simple fracture)	\$600	\$600	\$600	\$600
39	Nose or collar bone	\$600	\$600	\$600	\$600
40	Arm, elbow, wrist or ribs (simple fracture)	\$300	\$300	\$300	\$300
41	Finger, Thumb, Foot, Hand or Toe	\$225	\$225	\$225	\$225
<b>Part E - Loss of Teeth or Dental Procedures – Lump Sum Benefits</b>					
42	Loss of teeth or full capping of teeth	\$100	\$100	\$100	\$100
43	Partial capping of teeth	\$500	\$500	\$500	\$500
	Limit per tooth	\$250	\$250	\$250	\$250
<b>Additional Benefits - Extensions</b>					
	<b>Chauffeur Services</b> – for travel to and from work for semi retired members which is certified by a Doctor.	\$2,500	\$2,500	\$2,500	\$2,500
	Coma Benefit	\$50 per day for 120 Days	\$50 per day for 120 Days	\$50 per day for 120 Days	\$50 per day for 120 Days
	<b>Funeral Expenses</b> – for accidental death	\$7,500	\$7,500	\$7,500	\$7,500
	Emergency Home Help	\$100 per week for 104 weeks	\$100 per week for 104 weeks	\$100 per week for 104 weeks	\$100 per week for 104 weeks
	<b>Non-Medicare Expenses</b> - expenses occurring within 12 months of sustaining injury necessarily incurred and/or paid by an Insured person to a private hospital, ambulance service, dentist, together with orthotic services prescribed by a surgeon, physiotherapy, chiropractic, osteopath, naturopath and massage service after referral by a registered Medical Practitioner.	\$10,000	\$15,000	\$10,000	\$15,000
	<b>Additional Expenses</b> - provided for the following benefits (Personal Property & Travel / Accommodation Expenses)	\$10,000	\$10,000	\$10,000	\$10,000
	Personal Property	Additional expenses occurring within 12 months of sustaining injury necessarily incurred and/or paid by a Covered Person to replace personal property damaged as a result of the injury.	Additional expenses occurring within 12 months of sustaining injury necessarily incurred and/or paid by a Covered Person to replace personal property damaged as a result of the injury.	Additional expenses occurring within 12 months of sustaining injury necessarily incurred and/or paid by a Covered Person to replace personal property damaged as a result of the injury.	Additional expenses occurring within 12 months of sustaining injury necessarily incurred and/or paid by a Covered Person to replace personal property damaged as a result of the injury.

**PROBUS AUSTRALIA NATIONAL INSURANCE PROGRAM**  
**Insurance Summary – 2016/2017**

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		2015/2016	2016/2017	2015/2016	2016/2017
	Travel / Accommodation Expenses	Additional expenses occurring within 12 months of sustaining injury necessarily incurred and paid by a Covered Person or his/her spouse or carers for service related to travel costs and accommodation expenses.	Additional expenses occurring within 12 months of sustaining injury necessarily incurred and paid by a Covered Person or his/her spouse or carers for service related to travel costs and accommodation expenses.	Additional expenses occurring within 12 months of sustaining injury necessarily incurred and paid by a Covered Person or his/her spouse or carers for service related to travel costs and accommodation expenses.	Additional expenses occurring within 12 months of sustaining injury necessarily incurred and paid by a Covered Person or his/her spouse or carers for service related to travel costs and accommodation expenses.
	Return to Work Assistance	\$20,000	\$20,000	\$20,000	\$20,000
	Unexpired Membership Benefit	\$2,500	\$2,500	\$2,500	\$2,500
	Modification Expenses	\$10,000	\$10,000	\$10,000	\$10,000
	Executor Emergency Cash Advance	\$25,000	\$25,000	\$25,000	\$25,000

**Provided Always:**

1. Any compensation payable is less any recovery made from any private health insurance fund.
2. the Insurer shall not be liable for any expenses incurred as a result of the rendering in Australia of any professional service for which a Medicare benefit is or would be payable in accordance with the Health Insurance Act 1973.

**Exclusions**

No Benefits shall be payable with respect to any Condition which;

- (1) Results from an Insured Person engaging in or taking part in:
  - (a) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
  - (b) training for professional sports of any kind, or football, motor cycling (whether as a driver or a passenger) or the racing or preparation for racing of any motor propelled conveyance of any kind.
- (2) Results from any intentional self-injury or attempt at same, suicide or any illegal or criminal act committed by you or an Insured Person.
- (3) Results from war (whether war be declared or not), invasion or civil war.
- (4) Is or resulted from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).
- (5) Results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
- (6) Results from pregnancy, childbirth, miscarriage or the complications of these conditions.

**Insurer**

ACE Insurance Limited

**Policy Number**

04 PO005615

**PROBUS AUSTRALIA NATIONAL INSURANCE PROGRAM**  
**Insurance Summary – 2016/2017**

<b>POLICY 3</b>	<b>ASSOCIATION LIABILITY</b> <i>(Office Bearers Liability, Association Liability, Professional Indemnity and Fidelity Guarantee)</i>
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**Insured**

Probus South Pacific Limited and all accredited Probus Clubs and accredited Probus Associations including directors, officers, staff and committee members.

**Risks Insured**

(a) **Professional Indemnity Insurance Cover**

Cover to the Insured against Loss for Claims by reason of any Wrongful Act arising from a breach of professional duty in the conduct of the Insured Professional Business Practice which Claims:

- (i) are first made against the Insured during the Period of Insurance; and
- (ii) of which We are first notified in writing during the Indemnity Period; and
- (iii) which arise from an act, error or omission on or after the retroactive date specified in the Schedule.

(b) **Directors & Officers Insurance Cover**

Cover to the Insured Persons for which the Insured Persons may not be legally indemnified by the Association arising out of any Claim by reason of any Wrongful Act committed by them in their capacity as an Insured Person of the Association which Claims:

- (i) are first made against them jointly or severally during the Period of Insurance; and
- (ii) of which We are first notified in writing during the Indemnity Period.

(c) **Association Reimbursement Insurance Cover**

Cover for the Association, when the Association is legally required or permitted to indemnify an Insured Person, any Loss arising out of a Claim made against an Insured Person by reason of any Wrongful Act committed by that Insured Person whilst acting in their capacity as an Insured Person of the Association, provided always that such Claims:

- (i) are first made against the Insured Person during the Period of Insurance; and
- (ii) of which We are first notified in writing during the Indemnity Period.

(d) **Association Entity Insurance Cover**

Cover for the Association for Loss arising from any Claims made against the Association by reason of any Wrongful Act committed by an Insured Person which Claims:

- are first made against the Association during the Period of Insurance; and
- (i) of which are first notified in writing during the Indemnity Period.

**Limits of Liability**

<u>Professional Indemnity</u>	<u>\$10,000,000 any one claim and \$20,000,000 in the aggregate</u>
<u>Directors' &amp; Officers'</u>	<u>\$10,000,000 any one claim and in the aggregate</u>
<u>Association Reimbursement / Association Entity</u>	<u>\$10,000,000 any one claim and in the aggregate</u>

**Extensions**

- Employment Practices Liability (\$5,000,000)
- Public Relations Expenses (\$250,000)
- Emergency Defence Costs (\$250,000)
- Statutory Liability (\$500,000)
- Committees
- Estates
- Legal Representation Costs
- Advance Payment of Defence Costs
- Continuous cover
- Attendance at Enquiries
- Breach of Confidentiality
- Breach of Copyright
- Joint Venture
- Occupational Health & Safety

**PROBUS AUSTRALIA NATIONAL INSURANCE PROGRAM**  
**Insurance Summary – 2016/2017**

- External Directorships
- Dishonesty of Office Bearers
- Fidelity (\$100,000)
- Loss of Documents
- Trade Practices and Related Legislation
- Extended Reporting Period
- Free Legal Consultation (2 Hours)
- Trusteeship Blanket Cover
- Automatic Run-off Liability for Office Bearers
- Spousal Liability
- Taxation Investigation (\$10,000)
- Insured –v- Insured

**Legal Jurisdiction**

Courts in Australia and New Zealand.

**Principal Exclusions**

- Bodily injury and property damage
- Pollution
- Guarantees and warranties
- Legal, Financial and Investment Advice
- Unfair Contracts, Fines and Penalties
- Insider Trading
- Contractual Liability
- Medical Services
- Fraud / Dishonesty

**Excess**

<u>Insured –v- Insured</u>	<u>\$1,000 each and every claim</u>
<u>Taxation Investigation</u>	<u>\$2,000 each and every claim</u>
<u>Fidelity</u>	<u>\$5,000 each and every claim</u>
<u>Statutory Liability</u>	<u>\$5,000 each and every claim</u>
<u>All others</u>	<u>Nil</u>

**Insurer**

CGU Professional Risks Insurance Ltd  
Vero Insurance Ltd  
ACE Insurance

**Policy Number**

08MUL558383

**CLAIMS PROCEDURE**

1. The system of reporting and investigating accidents and losses has been arranged so that claims can be processed and settled with a minimum of delay.

**Initial notice of a loss, likely to give rise to a claim on a policy should be made to Probus South Pacific Limited on 1300 630 488.** A claim form will then be supplied. Completed claim forms should be returned to:

**Probus South Pacific Limited, PO Box 1294, Parramatta NSW 2124 or emailed to [admin@probussouthpacific.org](mailto:admin@probussouthpacific.org)**

2. **NB.** In regard to claims which relate particularly to third party claims against you i.e. Public Liability, please do not incur any expense by litigation or agreement, or admit liability verbally or in writing, otherwise you may prejudice your claim.

Any summons, writ or other legal demand must immediately be directed to Aon Risk Services Ltd.

**Insurance companies have undertaken to accept risks you have insured against and it is their responsibility to accept or reject liability.**

**PROBUS AUSTRALIA NATIONAL INSURANCE PROGRAM**  
**Insurance Summary – 2016/2017**

**PSPL IN HOUSE COVER | CLUB MONEY COVER**

**Insured**

All accredited Probus Clubs, accredited Probus Associations and provisional Probus clubs.

**Interest**

Full Money Cover including In Transit for accredited Probus Clubs, accredited Probus Associations and provisional Probus clubs.

In Transit means

- all monies received must be banked within two (2) working days by the Treasurer or other delegated officer approved by the Management Committee; and
- Monies drawn from bank accounts for payment of services to be drawn within two (2) working days of the payment being due and payable.

The definition of club money shall mean 'current coin, currency notes, bank cheques, personal cheques and money orders (made out to the club)'.

**Limit of Indemnity**

\$5,000 per club or association, this limit of indemnity is not an annual aggregate and as such is a limit on any one claim.

**Excess**

10% of each claim.

**Insurer**

Probus South Pacific Limited

**CLAIMS PROCEDURE**

1. The system of reporting and investigating losses has been arranged so that claims can be processed and settled with a minimum of delay.

**Initial notice of a loss, likely to give rise to a claim on Club Money Cover policy should be made to Probus South Pacific Limited on 1300 630 488.** A claim form will then be supplied.

2. Please ensure all relevant questions on the claim form are answered and attach any relevant documents to support the claim. Completed claim forms should be returned to:

**Probus South Pacific Limited, PO Box 1294, Parramatta NSW 2124 or emailed to [admin@probussouthpacific.org](mailto:admin@probussouthpacific.org)**