

Group Personal Accident & Sickness

Member Guide

30 June 2024 to 30 June 2025 Caterpillar of Australia Pty Ltd



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#### **Disclaimer**

This document is a summary of the Caterpillar Group Personal Accident & Sickness Plan.

The information contained in this Guide is a summary only. All benefits paid are subject to Chubb Australia Personal Accident & Sickness wording, terms, conditions and exclusions. Caterpillar reserves the right to modify or discontinue the Policy or otherwise revise the current arrangements should circumstances require.

Please note that the benefits listed in the Schedule of Benefits included in this document will prevail over the benefit tables included in the standard PDS/Policy Wording (hereinafter referred to as "the Policy") as Chubb Australia has agreed to provide cover, which differs to their standard terms.

This information and benefits presented are subject to change at any time due to any changes in legislation and/or Policy terms, conditions, exclusions.

- 1. Key Plan Information
- 2. Summary of Benefits
- 3. Key Exclusions and General Conditions
- 4. A step by step how to claim guide

# Contents

# **Key Plan Information**



### **Key Plan Information**

Plan details		
Who owns this policy?	Caterpillar own and manage this insurance policy.	
Who is the insurance company?	The insurance company is Chubb Insurance Australia.	
Who is covered under the Policy?	All Nomintated Employees of Caterpillar of Australia Pty Ltd.	
When am I covered?	Cover under the Policy applies for twenty four (24) hours per day, three hundred & sixty five (365) days per year.	
Who to contact if you have questions about your policy?	MercerMarshBenefits at aandhoperations@mercermarshbenefits.com	
Disclaimer	This booklet is a summary only of how the Plan works and what benefits you can expect to receive whilst you are covered as an Insured Person. However, all benefits payable are subject to the terms and conditions of the insurance policy issued by Chubb Insurance Australia Limited. Please refer to the policy wording for full policy terms, conditions and exclusions.	

Benefit	Maximum payable
Lump Sum Injury and Death Benefits	\$200,000
Temporary Total Disablement Injury	Not Insured
Temporary Total Disablement Sickness	Not Insured
Fractured Bones	Not Insured
Loss of Teeth or Dental Procedures	Event 29 \$300 per tooth max \$3000 Event 30 \$150 per tooth max \$1500

Who to contact in the event of a claim:		
Caterpillar Contact	HR Business Partner	
Policy Number	02PO018041	
Claims Administrator	Corporate Services Network (CSN) on behalf of Chubb Australia Email: claims@csnet.com.au Talanhana: 164 (2) 8256 4770	
	Telephone: +61 (2) 8256 1770	

# **Summary of Benefits**



### **Lump Sum Benefits**

Total Benefit Payable is \$200,000 or a percentage of the total benefit payable itemised below		
1. Accidental Death	100%	
2. Permanent Total Disablement	100%	
3. Paraplegia or Quadriplegia	100%	
4. Loss of sight of both eyes	100%	
5. Loss of sight of one (1) eye	100%	
6. Loss of (a) one (1) or more Limbs (b) one (1) or more Feet (c) one Hand and one Foot (d) both Hands	100% 100% 100% 100%	
7. Permanent unsound mind to the extent of legal incapacity	100%	
8. Loss of (a) hearing in both ears (b) the lens in both eyes	100% 100%	
9. Loss of (a) hearing in one (1) ear (b) the lens in one (1) eye	100% 60%	
10. Loss of four (4) Fingers and Thumb of either Hand	80%	
11. Burns:  (a) Third degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body  (b) Second degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	75% 50%	
12. Loss of four (4) Fingers of either Hand	50%	

### **Lump Sum Benefits continued**

Total Benefit Payable is \$200,000 or a percentage of the total benefit payable itemised below		
13. Loss of one (1) Thumb of either Hand: (a) both joints (b) one (1) joint	40% 20%	
14. Loss of Fingers of either Hand: (a) three (3) joints (b) two (2) joints (c) one (1) joint	15% 10% 5%	
15. Loss of Toes of either Foot: (a) all - one (1) Foot (b) great - both joints (c) great - one (1) joint (d) other than great - each Toe	15% 5% 3% 1%	
16. Fractured leg or patella with established non-union	10%	
17. Shortening of leg by at least 5 cm	7.5%	
18. Loss of at least thirty percent (30%) of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	1% to a maximum of \$10,000 in total	
19. Permanent partial disablement not otherwise provided for under Events 2 to 18 inclusive.	The Benefit shall be the percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified by the Covered Person's treating Doctor and a Doctor appointed by Chubb. If the Doctor chosen by Chubb forms a contrary opinion to that of the Covered Person's treating Doctor, Chubb will seek the opinion of a third independent Doctor, who will be appointed by mutual agreement between the parties and paid for by Chubb. In the event of a disagreement between all three (3) Doctors, the percentage reduction in whole bodily function will be the average of the three (3) opinions, subject to the maximum amount Chubb will pay which is seventy-five percent (75%) of the lump sum benefit insured.	

# **Group Personal Accident and Sickness**

#### **Benefit Reductions**

- · Accidental Death Benefits and Total Permanent Disablement Benefits will reduce as per the following,
- \$200,000 up to age 79,
- \$100,000 age 80 84
- \$40,000 age 85 89 (Nil for Total Permanent Disablement)
- \$10,000 age 90 and over (Nil for Total Permanent Disablement)
- Events 3 19 (The maximum benefit will be multiplied by the percentage attached to each Event)
- \$200,000 up to age 79
- \$100,000 age 80 84
- \$40,000 age 85 89
- \$10,000 age 90 and over

#### **Additional Cover**

Benefit Details	Amount Payable (AUD)
Tuition or Advice Expenses	\$4,500
Replacement Staff / Recruitment Costs	\$5,000 per employee
Visitors Benefit	\$15,000
Corporate Image Protection	\$15,000
Independent Financial Advice	\$7,500
Funeral Expenses	\$7,500
Coma Benefit	\$500 per week Max Weeks: 26
Partner Retraining Benefit	\$15,000
Dependent Child Supplement	\$5,000 per dependent child Maximum: \$15,000 per family
Orphaned Benefit	\$10,000 per dependent child Maximum: \$30,000 per family
Chauffeur Services	\$2,500

# **Key Exclusions and General Conditions**



#### **Summary of General Exclusions and Conditions**

#### What is not covered?

Chubb will not pay benefits with respect to any loss, damage, liability, Event, Bodily Injury or Sickness if the claim arises directly or indirectly out of or in relation to any of the following:

- Flying or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers.
- 2. Training for and/or participating in Professional Sport.
- Racing and/or time trials of any form, other than on foot.
- 4. Intentional self-injury, suicide, reckless misconduct or any attempt at suicide. This exclusion does not apply to the Insured or any Covered Person who is not the perpetrator of such act or who did not know or condone any such act, however in all cases an Insured cannot benefit under this Policy from such act of a Covered Person.
- 5. Where the Covered Person commits an illegal or criminal act. This exclusion does not apply to the Insured or any Covered Person who is not the perpetrator of such act or who did not know or condone such act, however, in all cases, an Insured cannot benefit under this Policy from such act of a Covered Person.
- War, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurpation of government or military power in, Australia, a Covered Person's Country of Residence or any of the following countries: Afghanistan, Belarus, Chechnya, Iraq, North Korea, Russia, Somalia or Ukraine.

- 7. Participation or involvement by a Covered Person in any riot or civil commotion, or War, Civil War or rebellion or revolution in any country.
- 8. Engaging in or taking part in naval, military or air force service or operations.
- 9. 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.
- 10. An event, Bodily Injury or Sickness covered by
- a) Medicare
- b) Any workers compensation legislation; or
- c) Any transport accident legislation; or
- d) Any government sponsored fund, plan or medical benefits scheme
- e) Any other insurance policy required to be effected by or under law:

but only to the extent to which loss, damage, liability, Event, Bodily Injury or Sickness is in fact covered by one or more of these schemes. Chubb will cover loss, damage or expense in excess of such other scheme or policy providing that the Covered Person or Insured has pursued a claim against that scheme or policy to final resolution, subject to the terms, conditions, exclusions and limits of this Policy.

- Expenses or costs which Chubb are prohibited by law from paying within Australia or the country in which a claim occurs.
- A claim under Events 42 or 43 (Part E Weekly Benefits - Sickness) which is wholly or partly attributable to pregnancy, childbirth or miscarriage (except for unexpected medical complications or emergencies arising from pregnancy, childbirth or miscarriage).

- 13. Results from a Pre-Existing Condition (except Sickness resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury).
- 14. Where providing cover would constitute the carrying out of a "health insurance business" as defined under the Private Health Insurance Act 2007 (Cth) and its regulations, the Health Insurance Act 1973 (Cth), or the National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts or those Rules.
- 15. Except for Part A Lump Sum Benefits, there is no cover under the Policy for any loss, damage, liability, Event, Bodily Injury or Sickness which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. Chubb will however pay the difference between what is payable under the health or medical scheme or Act of Parliament or such other source and what the Insured or the Covered Person would be otherwise entitled to recover under the Policy, where permissible by law. To the extent permitted by the Insurance Contracts Act 1984 (Cth), if other valid and collectible insurance is available to cover any loss, damage, liability, Event, Bodily Injury or Sickness also covered by this Policy, other than a Policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.
- The Covered Person suffering from stress, unless a mental health condition is diagnosed which is otherwise covered under this Policy.

#### **Summary of General Exclusions and Conditions**

#### Other Insurance

In the event of a claim, the Policyholder and/or insured Person must advise Chubb as to any other insurance policies that may be available to pay or partially pay that claim, covering the same risk or loss.

#### **Providing proof of Loss**

The Insured Person must keep documents they will need in case of a claim. These proofs may include, but not be limited to, substantiation of the Insured Person's earnings, receipts, statements or medical certificates relating to a claim, injury reports, claim forms and any other relevant documentation which comes into Your or an Insured Person's possession.

#### **Subrogation**

In the event of any payment under the Policy, Chubb shall be subrogated to the Claimant's rights to recover an equivalent sum to what Chubb have paid against any person or entity other than the Insured, a Covered Person or other persons covered by this Policy.

A Claimant must execute and deliver any instruments and papers and do whatever else is reasonably necessary and within their power to enable Chubb to secure such rights. A Claimant must not take action after any loss which will prejudice Chubb's rights to subrogation.

Chubb will not be liable for a loss where the Claimant is a party to an agreement that excludes or limits Chubb's rights to recover damages from a third party in respect of that loss if that agreement was made after the loss occurred.

#### How do I claim under the insurance?

It is important that you advise Caterpillar that you wish to make a claim as soon as possible.

The insurer requires written notification within 30 days of the incident occurring.

Caterpillar will provide you with a claim form to complete. The claim form has three (3) sections and all three (3) sections must be completed – the first by you (the Claimant); the second by your treating doctor; and the third by Caterpillar.

Caterpillar will forward your completed claim and any supporting documents to CSN and lodge the claim with the insurer on your behalf.

Once lodged, the claim assessment process commences and this may take up to 10 working days. You must, at your own expense, provide any medical and/or other information required by the insurer to assess your claim initially and on an ongoing basis. These requirements will be confirmed to you once the claim notification has been provided.

It is your responsibility to provide any information requested by the insurer by the date nominated. If you do not comply, or miss the deadline, this may result in your claim and/or benefit payment being delayed.

## Can I continue this policy once I leave the employment of Chubb on this project?

Chubb does not allow employees to continue cover under this policy once they are no longer working for Caterpillar.

#### **Governing Law and Jurisdiction**

The Policy is governed by the laws of Australia. Any dispute relating to the Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the Policy was issued.

# A step by step how to claim guide



#### Step by Step guide to claiming

If you have suffered a bodily injury, you must at all times procure and follow proper medical advice from a medical practitioner.

Failure to do so at any point in your claim will result in your claim being

declined.

#### You must

- · Consult with a doctor as soon as possible and follow all medical advice given by your doctor
- Caterpillar will provide you with the claim form for your completion
- Complete the claim form
- · Send the completed claim form to CSN and your Caterpillar contact (on Page 5 of this handbook) along with any medical certificates

#### What happens next

- Within 3 working days of receiving your claim, CSN will send you an email with your claim number please use this claim number in all correspondence
- · Claims assessment is within 10 business days and you will receive notification if further information is required
- Most typically, CSN may require you to provide authority to access your medical records
- When the assessment of your claim has been completed CSN will email you with the result of the assessment and the details of any payments
- The most common delays in assessing your claim occur when CSN are awaiting information from your doctor
- You can expedite this process by contacting your doctor to follow up

#### Your ongoing obligations

- · Attend medical appointments as requested
- Provide ongoing certificates as requested. It is recommended to provide this at least 1 week prior to the existing certificate expiring
- Attend any rehabilitation sessions required
- Notify Caterpillar and CSN of any changes to your condition or return to work plan
- Follow your return to work plan

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