

**SCHEDULE**

**COVER**

<b>Item</b>	<b>The Events</b>	<b>The Compensation</b>
1.	An accident occurring while the Contributor was a member causing total disablement from engaging in or attending to the profession of barrister for an initial continuous period of not less than seven days.	During the period of such disablement, including the first seven days, a daily benefit equal to one-seventh of the full weekly benefit for which the Contributor has been accepted for the relevant annual period.
2.	An accident occurring while the Contributor was a member causing partial disablement rendering the Contributor unable in a material degree to attend to or engage in the profession of barrister for an initial continuous period of not less than seven days.	During the period of such disablement, including the first seven days, a daily benefit equal to 25% of one-seventh of the full weekly benefit for which the Contributor has been accepted for the relevant annual period.
3.	An illness contracted more than 28 days after commencement of unbroken membership causing total disablement from engaging in or attending to the profession of barrister for an initial continuous period of not less than seven days from the date of commencement of medical attention being disablement caused solely and directly and independently of any other cause by any illness. The Directors may in their discretion decide that the commencement of the period of disablement in respect of which compensation is to be payable need not be from the date of commencement of medical attention.	During the period of such disablement, including the first seven days, a daily benefit equal to one-seventh of the full weekly benefit for which the Contributor has been accepted for the relevant annual period.

**LIMITATIONS ON COVER**

1. Compensation shall not be payable:

- (a) For any one or more accidents sustained and/or one or more illnesses contracted during any one year of Membership in excess of an aggregate period of disablement of 52 weeks.
- (b) Under more than one Item in respect of the same period of time.
- (c) For any period where the Contributor was not working as a barrister for any reason other than accident or illness or for any week days (and intervening weekends) on which the Contributor was not intending to engage in or attend to the profession of barrister.
- (d) In respect of any accident occurring or illness contracted at a time when the Contributor was not a practising barrister.

2. This insurance shall not apply to or cover:

- (a) any disablement which is attributable to:
  - (i) intentional self-injury (or suicide) or any attempt thereat;
  - (ii) Normal Pregnancy or Childbirth;
- (b) any accident occurring or illness contracted whilst the Contributor is engaged in any sporting activity in a professional capacity.

3. The Trustee shall not be liable in respect of any consequence of war, civil war, invasion, act of foreign enemy, hostilities or war-like operations (whether declared or not), terrorism, mutiny, civil commotion assuming proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution or military or usurped power.

4. The maximum Compensation payable to a Contributor will not exceed the Contributor's average weekly Pre-disability Income.

## CONDITIONS

1. The Contributor shall give immediate written notice to the Trustee of any change in his or her profession or occupation and before each renewal of the insurance shall give written notice to the Trustee of any disease or physical defect or infirmity with which he or she has become affected or of which he or she has become cognisant.
2. The Contributor shall as soon as possible after the happening of any of the Events procure and follow proper medical advice from a medical practitioner.
3.
  - (a) Written notice containing full particulars of any event in respect of which a claim is to be made shall be given to the Trustee at its registered office as soon as possible but in any case within 21 days of any relevant accident occurring or illness being contracted.
  - (b) All certificates and evidence required by the Trustee shall be furnished at the expense of the Contributor or any claimant hereunder and shall be in such form and of such nature as the Trustee shall prescribe.
  - (c) The Contributor, as often as required, shall submit to medical examination of a Medical Practitioner on behalf of the Trustee at its own expense.
  - (d) The Trustee shall in the case of the death of the Contributor be entitled to have a post mortem examination at its own expense.
4. In the event that a Contributor in addition to his or her insurance as a member has insurance against sickness or accident which together with the benefits payable to him or her as a member would entitle him or her to be paid a weekly sum in excess of his or her average weekly Pre-disability Income then the Trustee may if it sees fit reduce the amount of weekly benefit payable to the intent that the total of the weekly benefits and the other insurance shall not exceed the Contributor's average weekly Pre-disability Income.

PROVIDED that in the case of such reduction the Trustee may in its discretion refund to the member a proportionate part of his or her annual contribution AND FURTHER PROVIDED that no reduction shall be made in any case where the insurance becomes payable other than pursuant to a general policy insuring against sickness or accident.
5. The Trustee shall be entitled to treat the Contributor as the absolute owner of the Policy, and shall not be bound to recognise any equitable or other claim to or interest in the Policy.

6. The Policy can be terminated at any time at the request in writing, of the Contributor. The trustee may cancel this Policy by giving the contributor written notice and in accordance with the law, including where the contributor has:
- (a) made a misrepresentation to us before this policy was entered into;
  - (b) failed to comply with your duty of disclosure;
  - (c) failed to comply with a provision of this policy, including failure to pay the premium;
  - (d) made a fraudulent claim under this policy or any other policy during the time this policy has been in effect;
  - (e) failed to notify us of a specific act or omission as required by this policy; or
  - (f) failed to tell us about any changes in the circumstances of the risk during the period of insurance coverage

The cancellation of the Policy shall be effective seven days after the delivery of the said notice or if posted seven days after the time the said notice should be delivered in the ordinary course of the post. After cancellation by the Trustee as aforesaid the Trustee will refund to the Contributor the proportionate part of any contribution received in respect of the unexpired period of the policy.

7. This Policy is a yearly contract and the Trustee may in its absolute discretion refuse to renew or refuse to renew except on terms and conditions which it considers appropriate if it considers that for any reason including because of age or bodily health or of other circumstances the provision of benefits for the Contributor may involve the Fund in unusual or exceptional risk.

### DEFINITIONS

In this Schedule the following words and expressions will have the respective meanings attributed to them as follows:

**Medical Practitioner:** a person acceptable to the Trustee, who is registered and practising as a medical practitioner in Australia. The Trustee may accept a similarly qualified person who is registered and practising as a medical practitioner in another country.

**Normal Pregnancy or Childbirth:** normal uncomplicated pregnancy or childbirth, including multiple pregnancy, caesarean birth, threatened miscarriage, participation in in-vitro fertilisation or other medically assisted fertilisation techniques and normal discomforts of pregnancy, such as morning sickness, backache, varicose veins, ankle swelling and bladder problems.

**Pre-disability Income:** the average gross weekly income the Contributor earned from the practice of the profession of barrister in the 12 months immediately before becoming disabled. If a Contributor has worked as a barrister for less than 12 months before becoming disabled, it means the average gross weekly income from the practice of the profession of barrister over the period the Contributor has worked immediately before becoming disabled.

