



Terms & Conditions

Personal Membership

1. Definitions

“Accident” means a sudden, unexpected, and unintended event occurring during the Period of Membership.

“Arrears” means any Membership Fee that remains unpaid more than twenty-eight (28) days after the Renewal Date.

“Benefit or Member Benefit Payment” means the amount determined by the Board, in its absolute discretion, to be payable to an Eligible Member in accordance with the Schedule of Benefits.

“Board” means the Board of Directors of PBF Australia Ltd.

“Claim” means a written request submitted to PBF by or on behalf of a Member seeking payment of a Benefit following a Relevant Event.

“Constitution” means the Constitution of PBF Australia being the Memorandum and Articles of Association including any amendments for the time being in force.

“Eligible Member” means a Member who satisfies the eligibility criteria set out in these Terms and Conditions.

“Family Member” means the spouse (including husband, wife, or de facto partner) of a Member and their dependent children, including stepchildren and legally adopted children, under eighteen (18) years of age at the commencement of the Annual Membership and named on the membership application.

“Injury” means bodily injury resulting solely from an Accident and not from illness or disease, and which satisfies the criteria set out in these Terms and Conditions.

“Member” means a natural person or persons accepted by the Board as a member of PBF Australia subject at all times to the Constitution and all Terms and Conditions of a personal membership.

“Membership” means the status of being a Member of PBF for the applicable Period of Membership.

“Membership Fee” means the annual fee payable by a Member as determined by the Board from time to time.

“Nominated medical professional” means a registered medical practitioner as determined by the Board from time to time.

“Period of Membership” means the twelve (12) month period commencing on the Start Date or Renewal Date, as applicable.

“PBF” means Paraplegic Benefit Fund or PBF Australia Ltd.

“Relevant event” means an event defined in Section 4 of the Personal Membership Terms and Conditions.

“Renewal Date” means the date upon which a Member’s Membership is due for renewal.

“Schedule of Benefits” means the schedule issued by PBF setting out the maximum Benefit payable, as amended from time to time.

“Start Date” means the date on which PBF receives both a completed and signed membership application and payment of the Membership Fee (subject to clearance of funds).

“Total Permanent Paraplegia” and **“Total Permanent Tetraplegia”** mean permanent and irreversible loss of motor and/or sensory function as certified by the Nominated Medical Practitioner.

2. Payments and Fees

2.1 The Board shall determine the Membership Fees and the Schedule of Benefits and may review and amend them at its absolute discretion.

2.2 The Board may amend these Terms and Conditions at any time.

2.3 Any amendment to Membership Fees, the Schedule of Benefits or these Terms and Conditions will take effect on a Member’s next Renewal Date following communication of the amendment.

2.4 An amendment will be deemed duly communicated if notice is:
a) provided in writing to the Member (including electronically); or
b) published on PBF’s website.

2.5 Continued Membership beyond the Renewal Date constitutes acceptance of any amendment.

3. Claim Eligibility

3.1 A Member who experiences a Relevant Event may submit a Claim in the form and manner required by PBF.

3.2 The Member bears the onus of providing all information, medical evidence and documentation reasonably required by the Board to assess the Claim.

3.3 No Benefit is payable, where at the time of the Relevant Event:
a) the Membership had not commenced; or
b) the Membership was in Arrears for more than twenty-eight (28) days.

3.4 The Board may, in its absolute discretion:

- a)** approve or decline a Claim in whole or in part;
- b)** require independent medical assessment by a Nominated Medical Practitioner; and
- c)** request any further evidence it considers necessary.

3.5 The decision of the Board is final and binding, subject only to any rights available under applicable law.

4.Relevant Event

4.1 A Relevant Event means a traumatic physical Injury to the spinal cord resulting in Total Permanent Paraplegia or Total Permanent Tetraplegia, certified by the Nominated Medical Practitioner as permanent and irreversible.

4.2 An Injury must:

- a)** be caused by violent, external, and visible means;
- b)** occur during the Period of Membership; and
- c)** result solely and independently of any other cause, including any pre-existing or congenital condition.

4.3 No Benefit is payable where the Relevant Event arises directly or indirectly from:

- a)** illness or disease;
- b)** aggravation of a pre-existing injury or condition;
- c)** war, hostilities, invasion, terrorism, or military disturbance;
- d)** intentional self-injury, suicide, attempted suicide, or criminal acts;
- e)** flying other than as a passenger in a licensed aircraft;
- f)** drug use not prescribed by a legally qualified medical practitioner, or operating a vehicle or vessel while over the prescribed legal blood alcohol limit;
- g)** professional or amateur motor racing (excluding untimed rally or charity events);
- h)** radioactive contamination; or
- i)** pregnancy, childbirth, miscarriage, or related complications.

4.4 A Member must notify PBF in writing of a Relevant Event within twenty-eight (28) days of its occurrence.

4.5 Any Benefit approved shall be determined in accordance with the Schedule of Benefits applicable at the time the Membership commenced and subject to these Terms and Conditions.

5.Eligible Members

5.1 Membership commences on the Start Date and continues for twelve (12) months until the Renewal Date.

5.2 Membership renews upon payment of the Membership Fee within twenty-eight (28) days of the Renewal Date.

5.3 Membership automatically lapses if in Arrears beyond twenty-eight (28) days.

5.4 No Benefit is payable where the Member is aged 99 years or older at the time of the Relevant Event. All entitlements cease upon attaining 99 years of age, except where the Relevant Event occurred prior.

5.5 Any approved Benefit shall be paid within three (3) months of the Board's determination.

5.6 Where an Eligible Member is under 18 years of age, payment shall be made to the legal guardian.

6.Schedule of Benefits

6.1 Subject to these Terms and Conditions, an Eligible Member may be assessed to receive a Benefit up to the maximum amount specified in the Schedule of Benefits, being \$250,000 at the date of issue of these Terms.

6.2 The Board retains absolute discretion in determining the amount payable, up to the applicable maximum.

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