



## AFA SPORTS INJURY

# PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

AFA Pty Ltd  
ABN 83 067 084 333  
AFSL 247122  
Accident & Health Insurance  
Underwriting Agency

Fairfax House  
Level 12, 19-31 Pitt Street  
Sydney NSW 2000

PO Box R1852  
Royal Exchange NSW 1225

Telephone 612 9259 8222  
Facsimile 612 9259 8200  
Tollfree 1300 728 997  
[www.afainsurance.com](http://www.afainsurance.com)

<b>Contents</b>	<b>Page</b>
PRODUCT DISCLOSURE STATEMENT .....	2
POLICY WORDING.....	8
Preamble.....	8
What Are Insured Persons Covered For? .....	8
Definitions.....	8
Cover Provided By This Policy.....	11
Section A - Capital Benefits.....	11
Section B - Weekly Injury Benefit for Income Earners.....	13
Section C - Benefits for Non Income Earners and Students.....	13
Section D – Additional Benefits.....	14
Conditions.....	14
Exclusions.....	16

## **CONTACT DETAILS**

### **AFA**

AFA Pty Ltd  
Level 12, 19-31 Pitt Street  
Sydney NSW 2000  
Telephone (02) 9259 8222  
Facsimile (02) 9259 8200  
www.afainsurance.com  
enquiries@afainsurance.com

### **The Insurers**

Allianz Australia Limited  
GPO Box 4049  
Sydney NSW 2001  
Telephone 131000  
www.allianz.com.au

## **PRODUCT DISCLOSURE STATEMENT**

### **HOW COVER IS PROVIDED UNDER THIS INSURANCE**

This insurance is entered into with the Insured and provides cover in relation to Insured Persons. In some cases the Insured may also be an Insured Person. Unless otherwise stated or where the context otherwise provides, the Insured and Insured Persons are referred to as "You and Your" in this Product Disclosure Statement (PDS).

Access to this insurance is provided to Insured Persons solely by reason of the statutory operation of section 48 of the Insurance Contracts Act 1984 (Cth). Insured Persons are not contracting insureds (e.g. they cannot cancel or vary the Policy – only the Insured can do this) and do not enter into any agreement with Us as their right is only provided by reason of the above section of the Insurance Contracts Act.

Neither We nor the Insured hold anything on trust or for the benefit of such Insured Persons under this Policy.

Where this cover is not automatically provided to an Insured Person (e.g. they obtain it automatically by virtue of the fact that they are a member of a specified class of persons) and they must make a positive election in order to bring themselves within the eligibility criteria, the Insured is legally required to provide the Insured Person with a copy of this PDS and other documents that form part of the PDS, before they access the cover. We do not provide this document or any notices in relation to it to Insured Persons.

Where this Policy covers Insured Persons other than the Insured, the Insured does not act as Our agent, acts independently from Us in entering into this Insurance to provide cover to Insured Persons, does not hold an Australian Financial Services Licence and is not authorised to provide any

recommendations or opinions about the insurance or other financial service to an Insured Person. The Insured and Insured Persons should contact AFA if they have any queries.

## **ABOUT AFA**

AFA Pty Ltd (ABN 83 067 084 333) AFS License No. 247122 (AFA) is an Underwriting Agency, specialising in the design, marketing and management of group insurance products. AFA has been provided with a binding authority by the insurer authorising it to enter into, vary and cancel this insurance as well as settle any claims on behalf of the insurer as if it were the insurer.

## **ABOUT THE INSURERS**

The insurer of this product is Allianz Australia Insurance Limited ABN 15 000 122 850 (Allianz) AFS Licence No. 234708.

Allianz is one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a wide range of products and services to Our customers. As a member of the worldwide Allianz Group, We are committed to continuous improvement of Our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services.

## **WHEN DOES COVER BEGIN AND END?**

### **Cover begins**

For the Insured, this Policy begins at 4pm on the Commencement Date as shown on the Policy Schedule, subject to Our receipt of the first payment of premium.

For Insured Persons, access to cover begins when the Insured Person meets the eligibility criteria agreed with the Insured as set out on the Policy Schedule under the description of Insured Persons or any other document issued by Us. For example, the eligibility criteria may require the Insured Person to be an employee or member of the Insured or be named in the Policy Schedule.

### **Cover ends (Insured Persons)**

The Insured Person's access to cover ends immediately:

- on the day that the Insured Person's premium contributions are due and not paid by the due date;
- on the day that the Insured requests that such Insured Person no longer be covered under this Policy as an Insured Person;
- on the day that the Insured Person gives Us written notice to terminate their insurance cover or at 4.00pm EST on the date We receive written cancellation from the Insured or Insured Person, whichever is the later date;
- unless otherwise agreed, on the date that such Insured Person leaves or is dismissed from the Insured's employment (not applicable to self-employed persons or if the Insured Person is not an employee, contractor or representative of the Insured); or  
on the earliest of
- 4pm on the date one year after the effective date of cover or such shorter period as shown in the Policy Period on the Policy Schedule;
- the date this Policy is cancelled by the Insured or Us (see Condition 6 Cancellation Rights); or
- at 4:00pm EST of the 3rd (third) business day after the day on which We advise the Insured in writing that the Insured Person is no longer eligible for cover or such later time as We may specify in the notice.

## **SOME EXCLUSIONS FROM COVER APPLY**

A benefit is not payable if an exclusion applies. These exclusions are explained in the relevant Cover Sections and the Exclusions Section and in some cases in the Policy Schedule or an endorsement issued by Us.

## **COOLING OFF PERIOD**

You may return this Policy to Us within 14 days of the date We enter into it provided that no right or power under the policy has been exercised (eg, no claim has been made).

When You return it within the above 14 day period We will cancel the Policy and give You a full refund of premiums paid. Please note that You still have cancellation rights that You can use after this period expires.

## **Your Duty of Disclosure**

Before You enter into this insurance with Us, You have a duty of disclosure under the Insurance Contracts Act 1984. The Act imposes a different duty the first time You enter into a contract of insurance with Us to that which applies when You vary, extend, reinstate or replace the contract. This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

### **Your Duty of Disclosure when You enter into the contract with Us for the first time**

When answering Our specific questions that are relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms, You must be honest and disclose to Us anything that You know and that a reasonable person in the circumstances would include in answer to the questions. It is important that You understand You are answering Our questions in this way for Yourself and anyone else whom You want to be covered by the contract.

### **Your Duty of Disclosure when You vary, extend, reinstate or replace the contract**

When You vary, extend, reinstate or replace the contract with Us, Your duty is to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

### **What You do not need to tell Us**

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

### **Non-disclosure**

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract or both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

## **GENERAL INSURANCE CODE OF PRACTICE**

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry through promoting better communication between insurers and customers and outlining a standard of practice and service to be met by insurers.

We keenly support the standards set out in the Code.

You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the front cover of this document.

## **COMPLAINTS**

If You have a problem about anything to do with this insurance which You feel We have not resolved to Your satisfaction, please contact Us on (02) 9259 8222 or phone 1300 728 997. Our staff will refer You to the Complaints Manager to deal with the complaint who will attend to the complaint within 15 business days.

If You are not satisfied with the response, You may contact the insurer.

A dispute may be referred to the Financial Ombudsman Service Limited (FOS) subject to its terms of reference. FOS provides an independent and free dispute resolution service for consumers who have general insurance disputes falling within its terms of reference. It can be contacted on:

The Financial Ombudsman Service  
Local call: 1300 780 808  
Post: GPO Box 3, Melbourne, Victoria 3001  
Website: [www.fos.org.au](http://www.fos.org.au)

If the complaint is not covered by the FOS scheme, You will be advised of other options for resolution. To obtain a copy of Our procedures or if more information is required please contact AFA.

## **FINANCIAL CLAIMS SCHEME**

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under this Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria and for more information see APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 55 88 49.

## **PRIVACY NOTICE**

In this Privacy Notice, "We", "Us", "Our" means Allianz and AFA. "You", "Your" or "Yours" means the Insured or an Insured Person as applicable.

We give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

This privacy notice details how We collect, disclose and handle personal information.

### **How We Collect Your Personal Information**

Collection can take place through websites (from data You input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We usually collect Your personal information directly from You unless You have consented to collection from someone other than You, it is unreasonable or impracticable for Us to do so or the law permits Us to. We may also collect it from Our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim, including third parties claiming under Your Policy, Your employer, external claims data collectors and verifiers and medical service providers; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

If You provide Us with personal information about another person You must only do so with their consent and agree to make them aware of this privacy notice.

### **Why We Collect Your Personal Information**

We collect Your personal information (other than sensitive information) to enable Us to provide Our products and services, including to handle, assess, process and settle claims; offer Our products and services and those of Our related companies, brokers, intermediaries and business partners that may interest You; and conduct market or customer research to determine those products or services that may suit You.

We collect Your sensitive information (which may include information related to genetic testing) from You for the purpose of providing Our product and services, including to underwrite insurance cover; handle, assess process and settle claims; and undertake research analysis and design new insurance products.

If You do not provide Your personal (including sensitive) information We require, We may not be able to provide You with Our services, including settlement of claims.

### **Who We Disclose Your Personal Information To**

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the relevant paragraph above or (except in the case of sensitive information) to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which You purchased Your Policy (such as a financier), solicitors, agents or contractors, Your agents, premium funders, data warehouses and consultants, social media and other similar sites and networks, membership, providers of medical and non-medical assistance and services, translators, investigators, loss assessors and adjusters, credit agencies, credit card providers and other parties We may be able to claim or recover against, Your employer (if a corporate policy), other companies in the event of a corporate sale, merger, re-organisation, dissolution or similar event and Our alliance and other business partners.

We will not disclose Your sensitive information for any purpose other than the purpose for which it was collected or a directly related secondary purpose, unless You otherwise consent.

We may also disclose Your personal (including sensitive) information if it is required to be disclosed to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

### **Disclosure Overseas**

In some instances, Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. You can contact Us for details.

In some cases We may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire Our services and products You agree that You may not obtain redress under the Privacy Act or against Us, but only to the extent permitted by law and may not be able to seek redress overseas.

### **Access to Your Personal Information and Complaints**

You may ask for access to the personal information Our Privacy Policy contains details about how to access or seek correction to Your information and how You may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how We deal with complaints.

Our Privacy Policies are available at [www.afainsurance.com](http://www.afainsurance.com) and [www.allianz.com.au](http://www.allianz.com.au).

### **Your Choices**

You consent to this use and these disclosures unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Us. Our contact details are provided above. In some situations we may not be able to provide you with our services if you withdraw your consent to the use and disclosures that we need to administer your policy and claims.

# POLICY WORDING

## PREAMBLE

This Policy sets out the terms of insurance provided by Us. We ask that You read this Policy Wording and the Policy Schedule carefully so that You are aware of the terms, Exclusions and Conditions and, if they are not in accordance with Your understanding of the cover arranged, You contact Your intermediary immediately to raise any query.

## WHAT ARE INSURED PERSONS COVERED FOR?

This policy provides the Insured Person with Capital Benefits, Weekly benefits for Income earners, Household Help & Student Assistance Benefits, and Additional Benefits in the event of an Injury to the Insured Person during the Policy Period and the Scope of Cover as shown on the Policy Schedule, subject to the terms and conditions of this policy wording. All cover is subject to the Insured paying or agreeing to pay the required premium. All activities must be authorised by the Insured & its officials.

## DEFINITIONS

Where certain words or phrases are used in this Policy wording or Policy Schedule, they are defined as follows:

**Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.

**Activities of Daily Living** means

1. Washing: The Insured Person can wash themselves by some means;
2. Dressing: The Insured Person can put clothing on or take clothing off;
3. Feeding: The Insured Person can get food from a plate into their mouth;
4. Continence: The Insured Person can control both their bowel and their bladder functions;
5. Mobility: The Insured Person can:
  - (a) get in and out of a bed;
  - (b) get on or off a chair / toilet;
  - (c) move from place to place without using a wheelchair.

**Age Limit** means the minimum and maximum ages as shown on the Policy Schedule, where compensation shall not be payable if the Insured Person's age is outside these specified limits.

**Benefit Period** means the maximum period as shown on the Policy Schedule during which We will pay for any one claim. The Benefit Period shall commence after the Waiting Period ceases.

**Events** means any of the Events specified in the Table of Events in the Cover Sections of the Policy.

**Financial Member** means members of the Insured who are registered with the Insured and who fall within the class of persons described as Insured Persons in the Policy Schedule and for whom insurance contributions have been paid or agreed to be paid.

**Fingers or Toes** means the digits of a hand or foot above the metacarpophalangeal joints or metatarsophalangeal joints.

**Income** means the average of an Insured Person's weekly income net of business expenses but before personal deductions and income tax, and exclusive of overtime payments, bonuses, commissions or allowances, earned from personal exertion in his or her usual business, profession, occupation or employment for the number of weeks so engaged during the twelve month period immediately preceding Injury resulting in any of the Events covered by this policy.



**Injury** means bodily injury (including death) resulting solely from an Accident which occurs while this Policy is in force and this includes any condition resulting from exposure to the elements as a result of such bodily injury, other than as excluded by the exclusions section of this policy. Injury does not include:

- (a) any consequences of any condition which is ordinarily described as being a sickness or disease;
- (b) aggravation of any condition which pre-existed the date of the Accident;
- (c) any other Pre-Existing Condition;
- (d) any degenerative condition irrespective of when the degeneration commenced or when and to what extent, the degeneration progressed;
- (e) Injury does not include any Event caused as a result of heatstroke and/or caused directly or indirectly by or attributable to any sickness or disease, or repetitive strain injury or any gradual process of wear and tear, or any cardiac or pulmonary or cerebrovascular incident(s), notwithstanding that such incident(s) may have been caused by or induced by or accelerated by Injury.

**Insured** means the person or entity noted in the Policy Schedule as the Insured.

**Insured Person** means any person(s) specified as Insured Persons in the Policy Schedule, nominated by the Insured for insurance cover under this Policy and for whom a premium has been paid and accepted by Us.

**Journey** means travel between the Insured Person's usual place of residence or temporary accommodation where the Insured Person is temporarily absent from their usual place of residence and the location of Official Functions or other insured events including travel between the locations of Official Business, provided there is no substantial deviation from the most reasonably direct route. Journey does not include any flights as a fare-paying or non fare-paying passenger (on scheduled or non-scheduled flights).

**Limb** means an arm at or above the wrist or a leg at or above the ankle.

**Medical Practitioner** means a legally qualified doctor (including a general practitioner, physician, or specialist) currently registered to practice in Australia, who is not the Insured Person, the Insured Person's spouse, or a member of the Insured Person's family or their business associate and is acting within the scope of their registration and pursuant to the relevant laws.

**Non-Medicare Medical Expenses** means reasonable expenses necessarily incurred by the Insured Person, as a result of Injury, that are not subject to any full or partial Medicare rebate or benefit, incurred within twelve calendar months of sustaining Injury, for Treatment certified necessary by a Medical Practitioner, and shall include: accommodation and medical service fees charged by a registered Private Hospital; expenses incurred for Treatment by a physiotherapist, chiropractor, osteopath, specialist surgeon or any similar provider of medical services; the cost of medical supplies.

**Non Income Earner:** Any Insured Person who is unemployed or retired and is no longer earning an Income from employment or occupation.

**Occupational Disease** means any abnormal condition, however it may be named, that is not caused by or traceable to an Injury and has been caused by exposure to a disease producing agent or agents present in the Insured Person's occupational environment.

**Official Functions** means all supervised or official business or activities on behalf of the Insured, including but not limited to; competition events, training, meetings, presentation nights and organised functions at the Insured's premises or organised functions or activities not held at the Insured's premises.

**Paraplegia** means total, permanent and incurable paralysis of both legs and part or whole of the lower half of the body.

**Partial Disablement, Partial Disability, Partially Disabled** means the Insured Person has been continuously Totally Disabled as the result of an Injury for which they have received a Total Disability Benefit and immediately after that period of Total Disability the Insured Person is capable of returning to work in reduced or alternative light duties and / or reduced hours of work.

**Permanent** means lasting twelve consecutive calendar months and at the end of that time being beyond prospect of improvement.

**Policy** means this PDS and Policy Wording, the Policy Schedule and any endorsements issued to this Policy, whether issued at the inception of the Policy or during the Policy Period and the Proposal.

**Policy Period** means the period specified in the Schedule. With respect to both the Insured and an Insured Person, Policy Period does not refer to any prior period of insurance if the Policy is a renewal of a previous policy and with respect to an Insured Person, if the Insured Person was eligible for cover under that previous policy. Each period is treated as separate. Policy Period also does not include any future period of insurance for any policy the Insured may enter into with Us upon renewal and under which an Insured Person may be covered.

**Pre-Existing Condition** means a sickness, illness, disease, Injury, condition, (including any side-effect or symptoms of a condition) of which the Insured Person was aware or of which a reasonable person in the circumstances could be expected to have been aware, or for which the Insured Person had received or sought medical attention or Treatment or for which they had undergone testing prior to the Insured Person's effective date of cover under this Policy.

**Premium** means the premium specified in the Policy Schedule or any Endorsements issued to this Policy.

**Professional Sport** means any sport played by the Insured Person from which the Insured Person receives payment or financial reward that constitutes the majority of their Income earned from personal exertion for the period of time played.

**Proposal** means the written proposal You and/or The Insured has made to Us containing information and statements which, together with any other information or documents provided, are the basis of this Policy and are considered incorporated in it.

**Quadriplegia** means total, permanent and incurable paralysis of both legs and both arms.

**Schedule** means the schedule to this Policy. For this Policy to be valid, the Policy Schedule must be signed by an authorised officer of AFA Pty Ltd.

**Scope of Cover** means the operative time of the cover as specified in the Policy Schedule.

**Student** means dependent children who are full-time students and under the age of 25 years.

**Student Assistance Benefits** means necessary home (out of school) student tutorial services. This compensation only applies to dependent children who are full time students and under the age of 25 years.

**Temporary Total Disablement, Totally Disabled, Total Disability for Income Earners** means the Insured Person is entirely and continuously unable to engage in their usual occupation or the employment for which the Insured Person is covered under this Policy, or from any other occupation, profession or business which in Our opinion the Insured Person is qualified to perform, based on their education, training or experience and:

- The Insured Person is not working in any employment or occupation; and
- The Insured Person is under the regular care and attendance of and following the advice and Treatment recommended by a Medical Practitioner.

**Temporary Total Disablement, Totally Disabled, Total Disability for Non Income Earners** means the Insured Person is entirely and continuously prevented from being unable to perform at least two of the Activities of Daily Living without assistance from someone else and is acting in accordance with the instructions or professional advice of a Medical Practitioner.

**Total Loss** means the physical severance or Permanent loss of the full effective use of the part of the body referred to in the Capital Benefits Table of Events.

**Treatment** means receipt of advice, management or relief of symptoms, manipulation, surgery or any period where a course of medication was prescribed by a Medical Practitioner or health professional, whether the Insured Person complied with this advice or not.

**Terrorist Activity** means an act or acts of any person or group(s) of persons, committed for political, religious, ideological or similar purposes, with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist Activity can include, but is not limited to, the

use of force or violence and/or the threat thereof. Furthermore, the perpetrators of Terrorist Activity can either be acting alone or on behalf of or in connection with any organization(s) or government(s).

**Utilisation of Biological Weapons of Mass Destruction** means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

**Utilisation of Chemical Weapons of Mass Destruction** means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound, which when suitably distributed is capable of causing incapacitating disablement amongst people or animals.

**Utilisation of Nuclear Weapons of Mass Destruction** means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

**Waiting Period** means the period specified in the Policy Schedule during which no compensation under Sections B, C or D is payable. The Waiting Period commences on the first day medical Treatment is sought for the Injury.

**We, Our, Us** means the insurer, Allianz acting through its agent AFA Pty Ltd, ABN 83 067 084 333.

**You, Your, Yourself** means the Insured and where You, Your, Yourself does not refer to the Insured, means any Insured Person nominated by The Insured for insurance cover under this Policy and specified as an Insured Person in the Policy Schedule or Policy Wording and for whom a premium has been paid and accepted by Us.

## **COVER PROVIDED BY THIS POLICY**

This Policy provides the Insured Person with Accident cover during the Policy Period and the Scope of Cover as shown on the Policy Schedule, and subject to the terms and conditions of this Policy wording. All cover is subject to the Insured paying or agreeing to pay the required premium.

### **SECTION A – CAPITAL BENEFITS**

If the Insured Person suffers an Injury (not a sickness) resulting in any of the Capital Events, within twelve months of the Injury, We will pay the relevant compensation shown as a percentage of the Capital Sum Insured stated in the Schedule.

Under this section Capital Benefits are subject to the following terms and conditions;

1. The benefit payable in the case of death will be reduced by any Capital Benefits paid for the same Injury.
2. If the Insured Person suffers more than one Injury or both Injury and Death as a result of the same Accident, We will pay the Insured Person the highest Capital Benefit that they qualify to receive for any one of the Injuries (or Death if the Insured Person dies as a result of the Accident) but not both.
3. The Insured Person can only claim one Capital Benefit for any one condition.

## CAPITAL BENEFITS TABLE OF EVENTS

### CAPITAL EVENTS

### THE COMPENSATION

Injury resulting in:

1. Death		
2. Paraplegia		100%
3. Quadriplegia		100%
4. Permanent total loss of sight in both eyes		100%
5. Permanent total loss of sight in one eye		100%
6. Permanent total loss of use of two Limbs		100%
7. Permanent total loss of use of one Limb		100%
8. Permanent total loss of the lens of both eyes		100%
9. Permanent total loss of the lens of one eye		50%
10. Permanent total loss of hearing in:		
a) both ears		75%
b) one ear		15%
11. Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extends to cover more than 40% of the entire external body.		50%
12. Permanent total loss of use of four Fingers and thumb of either hand		70%
13. Permanent total loss of use of four Fingers of either hand		40%
14. Permanent total loss of use of one thumb of either hand		
a) both joints		30%
b) one phalanx joint		15%
15. Permanent total loss of use of Fingers of either hand		
a) three phalanges joints		10%
b) two phalanges joints		7%
c) one phalanx joint		5%
16. Permanent total loss of use of Toes of either foot		
a) all - one foot		15%
b) great - both joints		5%
c) great - one joint		3%
d) other than great - each Toe		1%
17. Fractured leg or patella with established non-union		10%
18. Shortening of leg by a least 5 cm		7%
19. Any Permanent physical disability not included in Events 5 to 18 above.	19. Such percentage of the Capital Sum Insured as We, in Our absolute discretion shall determine (by comparing the severity of the Permanent physical disability with the severity of Events 5 to 18 above and taking into account the compensation provided for those Events, but not taking into account the Insured Person's occupation) limited always to 75% of the Compensation payable for Event 1.	

The Compensation payable under Events 1-19 is limited to 20% of the Capital Sum Insured whilst the Insured Person is engaged in a Journey during the Scope of Cover, whether or not the Insured Person is travelling individually or in a group or as a team member.

**MODIFICATION COVER.** Where a Capital Benefit is payable for Events 2 to 4 inclusive, We will also pay for the costs necessarily incurred by the Insured Person and agreed by Us in writing for modifying their motor vehicle or home or in relocation to a suitable home, up to a maximum sum in all of \$5,000.

## **SECTION B – WEEKLY INJURY BENEFIT FOR INCOME EARNERS**

We will pay the Insured Person Temporary Total and Partial Disablement weekly benefits in accordance with the amount shown in the Policy Schedule and the terms and conditions of this Policy if, because of Injury, the Insured Person is Totally Disabled within twelve months of the date of Injury, subject to the terms and conditions of this Policy.

### **THE EVENTS**

Injury resulting in:

**Event 1 a)** Temporary Total Disablement

**Event 1 b)** Temporary Partial Disablement

### **THE COMPENSATION**

During such Disablement, the amount per week specified in the Policy Schedule.

During such Disablement, 25% of the amount per week specified in the Schedule for Event 1a).

Compensation under Events 1a) and b) shall be payable proportionately for each working day the Insured Person suffers Total Disablement (excluding the Waiting Period plus the period of time equal to the total of their accrued sick leave at the time of Injury) and subject to due proof of loss, shall be payable monthly in arrears, for up to the Benefit Period specified in the Policy Schedule.

## **SECTION C – BENEFITS FOR NON INCOME EARNERS & STUDENTS**

Compensation under this Section is payable only if specified in the Policy Schedule and is only payable in respect of Non Income Earners and Students.

### **Household Help Benefits for Non Income Earners & Student Assistance**

Where an Insured Person has suffered an Injury during the Scope of Cover stated in the Schedule and is a Non Income Earner or a Student and is entitled to benefits under Temporary Total Disablement under this Policy, We will cover such reasonable costs incurred for domestic Household Help and/ or Student Assistance Benefits. At the absolute discretion of the Insurer such costs are payable upon receipts furnished by the Insured to Us. Compensation for such services must be certified by the Insured Person and a Medical Practitioner as being necessary for the Insured Person's recovery. Such expenses We reimburse may include;

- 1 Travelling expenses necessary to travel directly to hospital or medical appointments;
- 2 Home cleaning, child minding, cooking assistance and other necessary non-medical related expenses incurred for domestic home help (services that must be recognised by a home help agency/professional carer only);
- 3 Hire of medical aids determined as necessary from the Insured Person's Medical Practitioner;
- 4 Student Assistance Benefits.

### **THE EVENTS**

#### **HOUSEHOLD HELP BENEFITS & STUDENT ASSISTANCE BENEFIT**

Injury resulting in Temporary Total Disablement and the Insured Person is not an Income earner.

### **THE COMPENSATION**

We will pay the percentage of the actual Household Help costs and /or Student Assistance Benefits shown in the Policy Schedule which are necessarily incurred (up to the Sum Insured noted in the Policy Schedule) for every week of continuous

Total Disablement, up to the benefit Period noted in the Policy Schedule following the Waiting Period.

## **SECTION D - ADDITIONAL BENEFITS**

The following additional benefits will only be covered if shown in the Policy Schedule.

### **1. Funeral Expenses**

We will pay the actual cost of the Insured Person's funeral if they die as a result of Injury for which compensation is payable under Capital Benefits Event 1, or the Sum Insured noted in the Policy Schedule, whichever is the lesser.

### **2. Non-Medicare Medical Expenses**

We will pay the percentage specified in the Policy Schedule of all Non-Medicare Medical Expenses after deduction of;

- (a) any entitlements in respect of the same Injury under any compulsory health insurance scheme or policy;
- (b) any benefits actually paid to the Insured Person in respect of the same Injury under any other insurance policy; and
- (c) the applicable Excess specified in the Policy Schedule; provided that the payment does not contravene section 67 of the National Health Act 1953 (Cth).

The total compensation payable for all Non-Medicare Medical Expenses arising from any one Injury shall be limited to the Sum Insured specified in the Policy Schedule.

Compensation for physiotherapy or chiropractic Treatment shall be limited to \$200 for any one Policy Period, unless the Insured Person has obtained a referral from a Medical Practitioner, in which case such Compensation shall be limited to \$500 for any one Policy Period.

### **3. Parents' Inconvenience Allowance**

We will pay for reimbursement of costs incurred or losses which the Insured Person's parent or guardian incurs for the purpose of visiting the Insured Person whilst they are continuously hospitalised due to Injury as covered under this Policy. This compensation only applies in respect of Insured Persons who are dependent children or Students. The total compensation payable arising from any one Injury shall be limited to the Sum Insured and the Benefit Period specified in the Policy Schedule.

## **CONDITIONS**

### **1. PAYMENT OF COMPENSATION:**

- (a) Compensation shall only be payable if the Insured Person remains resident in Australia. If the Insured Person leaves Australia permanently, or for any period in excess of 3 months, We will cease paying all compensation, effective from the date the Insured Person leaves or left Australia.
- (b) Compensation payable under Event 1 in Section A shall be payable to The Insured Person's estate.
- (c) Any compensation payable for Events 1 to 19 in Section A shall be reduced by any other Compensation paid under this Policy in respect of the same Injury.
- (d) Where compensation is payable under any one of Events 1 to 8 in Section A, cover under the Policy ceases for all further Injury to the Insured Person.
- (e) If the Insured Person becomes entitled to compensation under any one of Events 2 to 19 in Section A, they may elect to receive compensation either under that Event or under Events 1a) or 1b) in Section B or under Section C.
- (f) Compensation shall not be payable under any of the Events in Sections B or C:
  - (i) for the Waiting Period specified in the Policy Schedule, plus the period of time equal to the total of the Insured Person's accrued sick leave at the time of Injury;

- (ii) for any period in excess of the Benefit Period specified in the Policy Schedule;
  - (iii) beyond the date of the Insured Person's death; or
  - (iv) during periods of undue delay when the Insured Person is waiting for a place in a hospital or other institution or medical establishment for medical Treatment necessitated by Injury covered by this Policy, if an alternative medical facility is immediately available.
- (g) If, in Our opinion, any period of Total Disability is prolonged or the Insured Person's recovery is complicated by any condition or physical disability which existed before the Injury first occurred, the period for which compensation shall be paid will be reduced to such period which is reasonably considered would have been the period of Disablement had such prior condition or physical disability not existed.
- (h) No Compensation shall be payable under Section B of this Policy unless the Insured Person is in receipt of Income at the date of Injury, and as a result of the Injury suffers Total Disablement for Income Earners.

## 2. COMPENSATION OFFSET:

Insured Persons may not recover under Sections B or C an amount that exceeds the amount of their Loss. For the purposes of this clause, Loss means the sum insured under Sections B or C, as stated in the Schedule, less;

- (i) any sick leave entitlements;
- (ii) any entitlements under any workers' compensation, motor Accident or accident compensation legislation, or any other similar legislation; and
- (iii) any benefits actually paid to the Insured Person in respect of the same Injury under any other insurance policy.

## 3. RECURRENCE OF DISABLEMENT:

If, as a result of Injury, compensation is payable under Sections B or C, and if, while the Policy is in force, the Insured Person suffers a recurrence of Total Disablement from the same or related cause or causes, the subsequent period of Total Disablement will be deemed a continuation of the prior period unless between such periods the Insured Person has performed the duties of their usual occupation (or if the Insured Person has no occupation, their usual domestic duties) on a full-time basis for at least six consecutive months, in which case such Total Disablement shall be deemed the result of a new Injury and subject to a new Waiting Period and Benefit Period.

## 4. AGGREGATE LIMIT OF LIABILITY

Our total liability for all claims arising under this insurance for any one event during the Period of Insurance shall not exceed the Aggregate Limit of Liability stated in the Schedule. In the event that claims made under this insurance exceed the Aggregate Limit of Liability, then the amount by which claims exceed this limit will be proportionally reduced.

## 5. PREMIUM PAID BY INSTALMENTS:

We may cancel this Policy by giving notice if any instalment of premium has remained unpaid for one month or more. No compensation is payable under this Policy if at the time of Injury giving rise to a claim, any instalment of premium remains unpaid for 14 days or more. We may deduct from any compensation paid or payable, any unpaid premium or instalment of premium.

## 6. CANCELLATION RIGHTS AND COOLING-OFF PERIOD:

- (a) The Insured may cancel this Policy at any time. Where that right is exercised We shall retain Our short period rate for the time the Policy has been in force, subject to the Insured's rights (if any) regarding the 14 day cooling-off period prescribed by section 1019B of the Corporations Act 2001.
- (b) We may cancel this Policy at any time, subject to the Insurance Contracts Act 1984 with the period of notice to You not being less than thirty (30) days.

## 7. CLAIMS PROCEDURE:

- (a) Written notice of any claim under this Policy must be given to Us within thirty days of the occurrence of the Injury giving rise to the claim.
- (b) All certificates and evidence required by Us shall be furnished at the Insured Person's expense and shall be in such form and of such nature as We shall prescribe.
- (c) The Insured Person shall, as often as reasonably required, submit to medical examination on Our behalf and at Our expense.
- (d) In the case of the Insured Person's death, We shall be entitled to have a post-mortem examination at Our expense.

#### 8. PERIODIC PAYMENT OF COMPENSATION:

Subject to due written proof of loss, compensation for which this Policy provides periodic payment will be paid monthly in arrears, calculated at 1/7<sup>th</sup> of the Weekly compensation for each day of Disablement, excluding the Waiting Period plus the period of time equal to the total of the Insured Person's accrued sick leave at the time of Injury.

#### 9. GOVERNING LAW and JURISDICTION:

This Policy shall be governed by the law of the State or Territory in which it is issued. The courts of that State or Territory shall have exclusive jurisdiction to determine any dispute under this Policy.

#### 10 RECOVERIES:

Subject to the Insurance Contracts Act 1984, We have the right to recover any payment made under this Policy from any third party. This includes the right to take an action in the Insured Person's name, or The Insured's name.

The Insured Person and The Insured must provide all information and assistance We request to prosecute any recovery action.

#### 11 POLICY ALTERATIONS:

Any alterations to the terms, clauses, Exclusions or Conditions of this Policy are not valid unless agreed by Us in writing.

#### 12 KEEPING US UP TO DATE:

The Insured Person must notify Us immediately if they become aware that they are suffering from any Injury or condition which is likely to affect their ability to work. If they do not do so, We may reduce or refuse to pay compensation or cancel the Policy.

#### 13 INSPECTION RIGHTS

You must keep records of the names of every Insured Person. We, on behalf of the insurer, shall be permitted to examine the records of all Insured Persons at any reasonable time, and from time to time, until two years after the expiry of this Policy or until final adjustment (if applicable) and settlement of all claims hereunder, whichever is the later.

#### 14 SUBROGATION RIGHTS

We, on behalf of the insurer, are entitled to commence or take over legal proceedings in the name of the Insured or the Insured Person for the defence or settlement of any claim, or to sue or prosecute any other person to recover any monies payable by them at law. The Insured and the Insured Person must not take any action to prejudice any such right of recovery and must co-operate and do all things necessary to enable the recovery action to be prosecuted.

## EXCLUSIONS

Notwithstanding any provision to contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense:

- 1. (a) war, hostilities or warlike operations (whether war be declared or not);  
(b) invasion;



- (c) act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs;
  - (d) civil war;
  - (e) riot;
  - (f) rebellion;
  - (g) insurrection;
  - (h) revolution;
  - (i) overthrow of the legally constituted government;
  - (j) civil commotion assuming the proportions of, or amounting to, an uprising;
  - (k) military or usurped power;
  - (l) explosions of war weapons;
  - (m) Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined;
  - (n) murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not;
  - (o) Terrorist activity;
2. (a) the Insured Person being a pilot or crew member of any aircraft; or
- (b) the Insured Person engaging in air travel or any aerial activity, except as a passenger in any properly licensed fixed-wing aircraft owned or operated by a recognised airline operating over an established air route to published schedules;
3. deliberate exposure to exceptional danger (except in an attempt to save human life), deliberately self-inflicted Injury or suicide;
4. driving or riding on motor cycles or motor scooters other than as a means of transport to or from normal place of business;
5. pregnancy, childbirth or miscarriage, or any complications thereof;
6. sickness, disease or illness of any description;
7. Sexually Transmitted Disease (STD), Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection;
8. any Injury, unless the Insured Person has as soon as possible after the happening of such Injury, procured and followed proper medical advice from a Medical Practitioner;
9. (a) the Insured Person being under the influence of alcohol or a drug other than a drug administered or prescribed by and taken in accordance with the instructions of a Medical Practitioner or;
- (b) the Insured Person driving a motor vehicle whilst having a percentage of alcohol in their breath or blood in excess of that permitted by law;
10. any criminal act committed or attempted by the Insured Person;
11. Occupational Disease;
- 12 (a) any football code (including but not limited to Rugby Union, Rugby League, Australian Rules Football, Soccer, Gridiron, Touch or Gaelic Football), or;
- (b) mountaineering, rock climbing, speleology, sky-diving, hang-gliding, bungee jumping, or;
- (c) any Professional Sport;
13. any Pre-Existing condition;
14. any psychological, psychosomatic, mental, emotional or nervous condition, depression, stress, neurosis or psychoneurosis disease or disorder;
15. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss;
16. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;
- (i) ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

If any of these Exclusions, or part thereof, is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**Disclaimer**

All information in this PDS is current at the time of issue. We may change or update the information from time to time that is not materially adverse by preparing a Product Information Update.