



Essential Group Personal Accident & Sickness Insurance

Product Disclosure Statement and Policy Wording

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About Our Essential Group Personal Accident & Sickness Insurance

This Product Disclosure Statement (PDS) is an important document about this product and includes the policy wording which starts on page 11. *You* should read it carefully before making a decision to purchase this product.

This PDS will help *you* to:

- decide whether this product will meet *your* needs; and
- compare this product with other products *you* may be considering.

The information contained in this PDS is general information only. It is important *you* read *your* policy to ensure *you* have the cover *you* need.

***“This PDS and Policy
contains information You
should read and know.”***

About AFA

AFA Pty Ltd (ABN 83 067 084 333) AFS Licence No. 247122 (AFA) is an underwriting agency, specialising in the design and marketing of group insurance products. AFA has been given 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.

In this document, AFA Pty Ltd may also be expressed as 'AFA'. It may also be expressed as 'we', 'us' or 'our'.

Contact Details

AFA Pty Ltd

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www.afainsurance.com.au
enquiries@afainsurance.com.au

Zurich Australian Insurance Limited

PO Box 677, North Sydney NSW 2059
Client Enquiries Telephone: 132 687
www.zurich.com.au

About Zurich

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets.

Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, mid-sized and large companies, including multinational corporations.

How to Apply for This Insurance

Throughout this document when we are referring to *your* insurance broker or adviser, we simply refer to them as *your* intermediary.

If *you* are interested in buying this product or have any inquiries about it, *you* should contact *your* intermediary who should be able to provide *you* with all the information and assistance *you* require.

If *you* are not satisfied with the information provided by *your* intermediary, *you* can contact us at the address or telephone number shown on page 4 of this document. However, we are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for *your* personal objectives, needs or financial situation.

Our Essential Group Accident & Sickness Insurance

AFA Essential Group Personal Accident and Sickness Insurance allows *you* to tailor the cover for *your* requirements. Cover can be arranged by *you* (referred to as the *insured*) to cover yourself or some other person(s) (referred to as the *insured person(s)*).

The policy generally operates 24 hours a day, seven days a week, anywhere in the world, however this can be customised for *your* requirements and the *scope of cover* will be shown on *your schedule*. For a summary of additional benefits available to *you*, see 'Benefits of Cover Available' on page 10.

Our Contract With You

This policy is a contract of insurance between the *insured* and us and contains all the details of the cover that we provide. The policy is made up of:

- the policy wording which begins at page 11 of this document. It tells *you* what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the proposal, which is the information *you* provide to us when applying for insurance cover;
- *your* most current policy *schedule* issued by us. The *schedule* is a separate document unique to *you*, which shows the insurance details relevant to *you*. It includes any changes, exclusions, terms and conditions made to suit *your* individual circumstances and may amend the policy; and



- any other written change otherwise advised by us in writing (such as an *endorsement* or a supplementary PDS). These changes vary or modify the above documents.

Please note, only those Covers shown as covered in *your schedule* are *insured*.

This document is also the PDS for any offer of renewal we may make, unless we tell *you* otherwise. Please keep *your* policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

About an Insured Person

An *insured person* has a right to recover under this policy only through Section 48 of the Insurance Contracts Act 1984 (Cth) and is not a party to the contract of insurance. Only the *insured* is able to vary or cancel the policy.

Insured persons are not charged for the right to make a claim under this policy.

Any person who may be *insured* under this policy should consider obtaining their own advice from an appropriately licensed person to determine if the benefits provided by this policy are suitable to their needs. No advice is provided by either *you* or us as to the suitability of these benefits to the needs of anyone who may be entitled to benefits under it.

When the Insured Person's cover starts and ends

An *insured person's* ability to access cover:

- starts at the time the relevant person becomes an *insured person*; and
- ends at the earliest happening of the following:
 - (a) the relevant person is no longer meeting the criteria specified in the *schedule* for an *insured person*;
 - (b) the date and time *you* request that such *insured person* ceases to have access to the benefits under this policy; or
 - (c) the date and time this policy ends in accordance with the policy terms, either because the *period of insurance* has ceased and the policy has not been renewed with us or this policy has been cancelled in accordance with the policy terms.

Some Words Have Special Meanings

We capitalise or italicise terms in this PDS, to show that words are abbreviations or have a particular defined meaning. *You* should refer to the Definitions in this document to obtain the full meaning of such terms.

In some cases, certain words may be given a special meaning in a particular section of the policy when used or in the other documents making up the policy.

Headings are provided for reference only and do not form part of the policy for interpretation purposes.

Significant Issues to Consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that *you* should be aware of when deciding to purchase our product. These things may affect the amount of the payment that we will make to *you* if *you* have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of *your sum insured* shown in *your schedule* or some other amount, factor or item specified in the relevant clause of *your* policy. *You* should be aware of the following matters in considering whether this product is suitable for *your* needs.

Excesses can apply

An excess may apply to claims made under each of these Sections. An excess is not an additional fee, charged by us at the time of making a claim. Rather, it is the uninsured first portion of a loss for which *you* are otherwise covered, i.e. the amount that *you* must contribute towards each claim.

We are able to provide options to quote higher or lower excess or excess period alternatives in certain circumstances, which will either decrease or increase *your* premium, depending upon the options requested.

The excess and excess period applicable to *your* policy is specified in the *schedule*. There are also other excesses which are specified in the policy.



Coverage Conditions and General Provisions

Coverage Conditions and General Provisions set out *your* general obligations with which *you* need to comply. Please refer to page 6. *You* should read the policy wording and make yourself aware of all the terms, coverage conditions and general provisions that apply. If *you* do not meet them, we may be able to decline or reduce the claim payment or cancel *your* policy.

Exclusions

This policy contains a number of exclusions, some of which are common in insurance policies of this type. For example, we may not pay for death, *injury*, *sickness* or disability arising from:

- any deliberate, illegal or criminal acts inflicted by or on behalf of the *insured* or *insured person*, or any other person acting with their consent or at their direction;
- being in an aircraft or aerial device, unless a passenger;
- the suicide, attempted suicide, or deliberately self-inflicted *injury* or *sickness* of the *insured* or an *insured person*.

Some of the exclusions may be less common, and as such may be unexpected. For example, this policy excludes cover for death, *injury* or *sickness* arising from training for or participation in any *professional sport*. Please refer to page 20 for the details of this exclusion.

The above are some of the events that are not covered by this policy. Before making a decision about whether to purchase this policy, *you* should read the full details of all relevant exclusions, which are contained in the policy. Please refer to the General Exclusions from page 20.

Make sure you have the cover you need

You should discuss with *your* intermediary the appropriate amounts and risks for which *you* need to be *insured*. If *you* do not adequately insure for the relevant risks *you* may have to bear any uninsured losses yourself.

You should also advise *your* intermediary to notify us as soon as possible, when *your* circumstances change which are relevant to *your* policy.

Cooling Off Period

After *you* apply for a AFA product and *you* have received the policy document, *you* have 21 days to check that the policy meets *your* needs. Within this time *you* may cancel the policy and receive a full refund of any premium paid, unless *you* have:

- made a claim or become entitled to make a claim under *your* policy; or
- exercised any right or power *you* have in respect of *your* policy or the policy has ended.

Your request will need to be forwarded to us via *your* intermediary or to the address shown on page 4 of this document.

You can cancel *your* policy at any time after the cooling-off period. Please refer to 'Cancellation' under General Provisions on page 21.

How We Calculate Your Premium

The premium amount that *you* must pay for *your* insurance cover is set out in *your* policy *schedule*. The amount of *your* premium is determined by taking a number of different matters into account. *You* can seek a quote at any time.



Your Duty of Disclosure

For *insureds* who are not a natural person, before *you* enter into an insurance contract, *you* have a duty to tell us anything that *you* know, or could reasonably be expected to know, may affect our decision to insure *you* and on what terms.

You have this duty until we agree to insure *you*.

You have the same duty before *you* renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure *you* for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive *your* duty to tell us about.

Individuals

If *you* are the *insured* and *you* are a natural person, a different duty of disclosure to the one set out above applies to *you*. Contact *your* intermediary or us to ensure *you* are notified of *your* duty.

If you do not tell us something

If *you* do not tell us anything *you* are required to, we may cancel *your* contract or reduce the amount we will pay *you* if *you* make a claim, or both.

If *your* failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

It is important for *you* to know in particular that the premium varies depending on the information we receive from *you* about the risk to be covered by us. The higher the risk is, the higher the premium will be. Based on our experience and expertise as an insurer, we decide what factors increase our risk and how they should impact on the premium. Each insurer can do this differently.

In this product the factors that are taken into consideration include the following:

- the business of the *insured*;
- the occupation of the *insured persons*;
- benefit limits chosen; and
- the excess amount *you* elect. This means that when *you* purchase a policy *you* may elect to take a larger excess amount in the event of a claim, which will reduce the cost of *your* premium. If *you* are interested in this, *you* should ask *your* intermediary to supply *you* with quotes based on differing excess or excess period amounts.

Your intermediary can arrange for *you* to be provided with a quote for a premium. *You* will need to give *your* relevant personal details to *your* intermediary at this time to enable us to calculate the premium.

Another important thing to know is that *your* premium also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) in relation to *your* policy. These amounts will be set out separately in *your schedule* as part of the total premium payable.

How and when you pay your premium and what happens if you don't pay?

Premiums are calculated on an annual basis and maybe payable on either a yearly basis or instalment basis (which will be advised in the quotation provided by us). *Your* intermediary can also tell *you* what other methods are available to make *your* premium payments.

How to Make a Claim

If *you* need to make a claim against this policy, please refer to Claims Procedures on page 20.

If *you* have any queries, please contact *your* intermediary as soon as possible, or call us on 1300 728 997.



Privacy

In this Privacy Notice, 'We', 'Us', 'Our' means Zurich and AFA. 'You', 'Your' or 'Yours' means the *insured* or an *insured person* as applicable.

Zurich and AFA is bound by the Privacy Act 1988 (Cth). We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about *you* ('*your details*') to assess applications, administer policies, contact *you*, enhance our products and services and manage claims ('*Purposes*'). If *you* do not provide *your* information, we may not be able to do those things. By providing us, our representatives or *your* intermediary with information, *you* consent to us using, disclosing to third parties and collecting from third parties *your details* for the *Purposes*.

We may disclose *your details*, including *your* sensitive information, to relevant third parties including *your* intermediary, affiliates of Zurich Insurance Group Ltd, affiliates of AFA, other insurers and reinsurers, our banking gateway providers and credit card transactions processors, our service providers, our business partners, health practitioners, *your* employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain *your details* from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. If *you* give us information about another person (such as an *insured person*, their *spouse*, *dependent children*, or *close relative*), we will rely on *you* to have told them that *you* will provide their information to us and to have provided them with this privacy text. If the information is sensitive (eg health) information, we will rely on *you* to have obtained their consent to give the information to us.

Laws authorising or requiring us to collect information include the Insurance Contracts Act 1984 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Corporations Act 2001 (Cth), Autonomous Sanctions Act 2011 (Cth), A New Tax System (Goods and Services Tax) Act 1999 (Cth) and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at www.zurich.com.au or by telephoning Zurich on 132 687 and AFA's Privacy Policy is available at <https://www.afainsurance.com.au> or by telephoning 1300 728 997, provides further information and lists service providers, business partners and countries in which recipients of *your details* are likely to be located. It also sets out how we handle complaints and how *you* can access or correct *your details* or make a complaint.

General Insurance Code of Practice

We are signatories to the General Insurance Code of Practice (the Code) and support the Code.

The objectives of the Code are:

- to commit us to high standards of service;
- to promote better, more informed relations between us and *you*;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes *you* make about us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers compliance with the Code.

Further information about the Code or the Code Governance Committee and *your* rights under it is available at <https://insurancecouncil.com.au/cop/> or by contacting us.

Financial Claims Scheme

Zurich is an insurance company authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, we are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme (FCS), which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance *policy* may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at www.fcs.gov.au



Complaints and Disputes Resolution Process

We welcome every opportunity to resolve any concerns *you* may have with our products or service. Any enquiry or complaint relating to this insurance or AFA Pty Ltd should first be referred to:

In Writing to: AFA Pty Ltd
PO Box 463, North Sydney NSW 2059

Telephone: 02 9259 8222

Facsimile: 02 9259 8200

Email: enquiries@afainsurance.com.au

If *you* have a complaint about an insurance product we have issued or service *you* have received from us, please contact *your* intermediary to initiate the complaint with us. If *you* are unable to contact *your* intermediary, *you* can contact us directly on 1300 728 997. We will acknowledge receipt of *your* complaint within 24 hours or as soon as practicable.

If this does not resolve the matter or *you* are not satisfied with the way a complaint has been dealt with, *you* may access our internal dispute resolution process. Please refer to the general insurance fact sheet available on our website for details of our internal dispute resolution process.

We expect that our internal dispute resolution process will deal fairly and promptly with *your* complaint, however, *you* may take *your* complaint to the Australian Financial Complaints Authority (AFCA) at any time.

AFCA is an independent external dispute resolution scheme. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to *you*.

Their contact details are:

Website: www.afca.org.au

Email: info@afca.org.au

Freecall: 1800 931 678

In Writing to: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

If *your* complaint or dispute falls outside the AFCA Rules, *you* can seek independent legal advice or access any other external dispute resolution options that may be available to *you*.

Headings

Headings have been included for ease of reference but do not form part of the *policy*.

Updating This PDS

The information in this PDS is up to date at the time it is prepared. Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, we will update this information on our website at www.afainsurance.com.au. A paper copy of the updated information will be available free of charge upon request, by contacting *your* intermediary or us by using our contact details are on page 4 of this PDS. Please note that we may choose to issue a new or supplementary PDS in other circumstances.



Benefits of Cover Available

The following table shows highlights of some of the major benefits available under the policy. Exclusions, limits and conditions apply so please refer to each Section for full details of coverage.

TYPES OF COVERS AVAILABLE	BENEFITS OF COVER AVAILABLE
Personal Accident & Sickness Accidental Death and Capital Benefits	Benefits payable in the event that the <i>insured person</i> suffers <i>accidental death</i> or <i>injury</i> as a result of an <i>accident</i> .
Weekly Injury Benefits	Weekly benefits payable in the event an <i>insured person</i> suffers <i>temporary total disablement</i> or <i>temporary partial disablement</i> , as a result of an <i>injury</i> .
Weekly Sickness Benefits	Weekly benefits payable in the event an <i>insured person</i> suffers <i>temporary total disablement</i> or <i>temporary partial disablement</i> , as a result of <i>sickness</i> during the <i>period of insurance</i> .
Injury Resulting in Surgery	Benefits payable where the <i>insured person</i> suffers <i>injury</i> and requires a specified surgical procedure.
Sickness Resulting in Surgery	Benefits payable where the <i>insured person</i> suffers <i>sickness</i> and requires a specified surgical procedure.
Injury Resulting in Fractured Bones	Benefits payable where the <i>insured person</i> suffers <i>injury</i> resulting in fractured bones.
Injury Resulting in Loss of Teeth or Dental Procedures	Benefits payable where the <i>insured person</i> suffers an <i>injury</i> resulting in loss of <i>teeth</i> or requiring full or partial capping of <i>teeth</i> .
Extensions of Cover Exposure	If an <i>insured person</i> is exposed to the elements as a result of an <i>accident</i> and within 12 months of the <i>accident</i> suffers from an <i>injury</i> or <i>temporary total disablement</i> or <i>temporary partial disablement</i> as a direct result of that exposure the <i>injury</i> will be deemed to have occurred on the date of the <i>accident</i> .
Disappearance	If an <i>insured person</i> disappears following the disappearance, sinking or wrecking of a conveyance in which they were travelling, and their body has not been found within 12 months, they will for the purpose of this policy be deemed to have died as a result of an <i>injury</i> at the time of the disappearance, sinking or wrecking of the conveyance.
Emergency Home Help Benefit	If an <i>insured person</i> becomes eligible for benefits payable under Part B — Weekly Injury or Part C — Weekly Sickness, and is unable to carry out their usual domestic duties, we will pay for the cost of domestic help up to \$500 per week for a maximum of 26 consecutive weeks.
Funeral Expenses	\$10,000 for funeral expenses where the <i>accidental death</i> of an <i>insured person</i> is covered by this policy.
Home and/or Motor Vehicle Modification Benefit	We will pay up to \$15,000 if an <i>insured person</i> suffers an <i>injury</i> which results in a benefit being payable under Part A — Accidental Death and Capital Benefits injury types 2-7 (a), 8 (a) and 9 (a) being payable, for costs necessarily incurred to modify the <i>insured person's</i> home and/or motor vehicle, or other costs.



Subject to the terms and conditions contained in this policy, we will cover insured persons against the events described in the Sections of this policy, but only if:

- (a) *you have paid or agree to pay the premium set out in your schedule; and*
- (b) *the type of cover is specified in your schedule as applying to that insured person.*

Cover

1. Personal Accident

When Parts A, B, D, F and/or G are specified in the *schedule*, we will pay the corresponding amount shown in the Table of Benefits below in the event that an *insured person* suffers an *injury* which occurs within the *scope of cover* where:

- (a) the *injury* occurs whilst the person is an *insured person*, and on a journey commencing during the *period of insurance*; and
- (b) the *injury* results in the event described in the Table of Events within 12 months of the date of the *accident*;
- (c) an amount is specified in the *schedule* for that part.

Provided that always:

- (i) Where an *insured person* suffers an *injury* resulting in a claim under Injury Types 1–7 (a), 8 (a) or 9 (a), we will not be liable under the policy for any subsequent *injury* to that *insured person*; and
- (ii) Where an *insured person* suffers an *injury* resulting in more than one Injury Type under Part A, B, D, F and/or G, the maximum amount we be liable to pay under this policy shall be the *sum insured* stated in the *schedule*.

2. Sickness

When Parts C and/or E of Personal Accident and Sickness are specified in the *schedule*, we will pay the corresponding amounts shown in the Table of Benefits below, in the event an *insured person* suffers *sickness*, where:

- (a) the *sickness* first *manifests* during the *period of insurance* and whilst the person is an *insured person*; and
- (b) for Part C — the *sickness* results in *temporary total disablement* or *temporary partial disablement* which occurs within 12 months of the date of *manifestation* of the *sickness*; or
- (c) for Part E — the *sickness* requires the listed surgical procedure and the surgical procedure occurs within 12 months of the date of *manifestation* of the *sickness*.

Limit of Liability

Our total liability for all claims arising under this policy, which arise out of any one event or series of related events, will not exceed the amount specified in the *schedule*.

Table of Benefits

Part A — Accidental Death and Capital Benefits

Cover under this Section applies only if Part A is specified in the *schedule*.

For items 1 to 19 the benefit payable is an amount calculated by applying the benefit percentage to the *capital benefit sum insured* shown in the *schedule*.

Lump sum benefits table

INJURY TYPE	BENEFIT PERCENTAGE
1. <i>Accidental Death</i>	100%
2. <i>Permanent Total Disablement</i>	100%
3. <i>Permanent</i> paraplegia, quadriplegia or incurable paralysis of all <i>limbs</i>	100%
4. <i>Permanent</i> and total loss of sight in one or both eyes	100%
5. <i>Permanent</i> and total loss of use of one or both <i>limbs</i>	100%
6. <i>Permanent</i> and incurable insanity	100%
7. <i>Permanent</i> total loss of hearing:	
(a) in both ears	100%
(b) in one ear	30%
8. <i>Permanent</i> and total loss of the lens of:	
(a) both eyes	100%
(b) one eye	60%
9. <i>Permanent</i> and total loss of use of four fingers and the thumb of:	
(a) both hands	100%
(b) either hand	80%
10. <i>Permanent</i> disfigurement from:	
(a) third degree burns which cover more than 20% of the entire external body	50%
(b) second degree burns which cover more than 20% of the entire external body	25%
11. <i>Permanent</i> and total loss of use of four fingers of either hand	50%
12. <i>Permanent</i> and total loss of use of one thumb (both joints)	40%
13. <i>Permanent</i> and total loss of use of one thumb (one joint)	20%
14. <i>Permanent</i> and total loss of use of one finger:	
(a) all three joints	15%
(b) two joints	10%
(c) one joint	5%
15. <i>Permanent</i> and total loss of use of all toes of either foot	15%
16. <i>Permanent</i> and total loss of use of toes (per toe)	
(a) both joints of the great toe	5%
(b) one joint of the great toe	3%
(c) all joints of any toe other than the great toes	1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of the leg by at least 5cm	7.5%
19. <i>Permanent</i> disablement not otherwise provided for above through Injury Types 2–18 inclusive	Such percentage of the <i>capital benefit sum insured</i> which corresponds to the percentage reduction in whole bodily function as certified by no less than three <i>medical practitioners</i> , one of whom will be the <i>insured person's</i> treating <i>medical practitioner</i> and the remaining two will be appointed by us. In the event of a disagreement between the three <i>medical practitioners</i> , the percentage payable will be the average of the three opinions. The maximum amount we will pay is 75% of the <i>capital benefit sum insured</i> .



Part B – Weekly Injury

Cover under this Section applies only if Part B is specified in the *schedule*. For the two items below, the benefit payable is calculated as described below.

Lump sum benefits table

INJURY TYPE	BENEFIT AMOUNT
20. Temporary total disablement as a result of injury	After the excess period, while the <i>insured person</i> suffers temporary total disablement, we will pay an amount up to the weekly benefit amount shown in the <i>schedule</i> against Part B – Weekly Injury, but not exceeding the percentage of salary shown in the <i>schedule</i> of the <i>insured person</i> .
21. Temporary partial disablement as a result of injury	After the excess period, while the <i>insured person</i> suffers temporary partial disablement, we will pay an amount up to the weekly benefit amount shown in the <i>schedule</i> against Part B – Weekly Injury less any amount of current earnings as a result of the <i>insured person</i> working in a reduced capacity provided the combined amount does not exceed the percentage of salary shown in the <i>schedule</i> of the <i>insured person</i> . Should the <i>insured person</i> be able to return to work in a reduced capacity, yet elect not to do so then the benefit payable shall be deemed to be 30% of the amount payable for temporary total disablement.

Part C – Weekly Sickness Benefits

Cover under this Section applies only if Part C is specified in the *schedule*. For the two items below, the benefit payable is calculated as described below.

Lump sum benefits table

INJURY TYPE	BENEFIT AMOUNT
22. Temporary total disablement as a result of sickness	After the excess period, while the <i>insured person</i> suffers temporary total disablement, we will pay an amount up to the weekly benefit amount shown in the <i>schedule</i> against Part C – Weekly Sickness, but not exceeding the percentage of salary shown in the <i>schedule</i> of the <i>insured person</i> .
21. Temporary partial disablement as a result of sickness	After the excess period, while the <i>insured person</i> suffers temporary partial disablement, we will pay an amount up to the weekly benefit amount shown in the <i>schedule</i> against Part C – Weekly Sickness less any amount of current earnings as a result of the <i>insured person</i> working in a reduced capacity provided the combined amount does not exceed the percentage of salary shown in the <i>schedule</i> of the <i>insured person</i> . Should the <i>insured person</i> be able to return to work in a reduced capacity, yet elect not to do so then the benefit payable shall be deemed to be 30% of the amount payable for temporary total disablement.



Part D – Injury Resulting in Surgery Benefits

If an *insured person* suffers an *injury* requiring a surgical procedure listed below, and:

- (a) the surgery is carried out within 12 months of the date of the *injury*; and
- (b) the surgery is undertaken outside of Australia;

We will pay the corresponding benefit shown below as a percentage of the amount shown in the *schedule* against Part D — Injury Resulting in Surgery.

Lump sum benefits table

INJURY TYPE	BENEFIT PERCENTAGE
24. Craniotomy	100%
25. Partial capping <i>teeth per tooth</i>	100%
26. Amputation of a <i>limb</i>	50%
27. Fracture of a <i>limb</i> requiring open reduction	25%
28. Any other surgical procedure carried out under a general anaesthetic	12.5%

Part E – Sickness Resulting in Surgery Benefits

If, an *insured person* suffers *sickness* during the period of insurance requiring a surgical procedure listed below, and:

- (a) the surgery is carried out within 12 months of the date of the *insured person* first becomes aware of the *sickness*; and
- (b) the surgery is undertaken outside of Australia; and

we will pay the corresponding benefit shown below as a percentage of the amount shown in the *schedule* against Part E — Sickness Resulting in Surgery:

Lump sum benefits table

INJURY TYPE	BENEFIT PERCENTAGE
29. Open heart surgical procedure	100%
30. Brain surgery	100%
31. Abdominal surgery carried out under general anaesthetic	50%
32. Any other surgical procedure carried out under a general anaesthetic	12.5%



Part F – Injury Resulting in Fractured Bones Benefits

If an *insured person* suffers an *injury*, resulting directly in the fracture of bones which occur within 12 months of the date of the *injury*, we will pay the corresponding benefit shown below as a percentage of the amount shown in the *schedule* against Part F — Injury Resulting in Fractured Bones.

Lump sum benefits table

INJURY TYPE	BENEFIT PERCENTAGE
33. Neck, skull or spine (<i>complete fracture</i>)	100%
34. Hip	75%
35. Jaw, pelvis, leg, ankle or knee (<i>complete fracture</i> or <i>other fracture</i>)	50%
36. Cheekbone, shoulder or <i>simple fracture</i> , <i>other fracture</i> or <i>hairline fracture</i> of the skull or spine	30%
37. Arm, elbow, wrist or ribs (<i>complete fracture</i> or <i>other fracture</i>)	25%
38. Jaw, pelvis, leg, ankle or knee (<i>simple fracture</i> or <i>hairline fracture</i>)	20%
39. Nose or collar bone	20%
40. Arm, elbow, wrist or ribs (<i>simple fracture</i> or <i>hairline fracture</i>)	10%
41. Finger, Thumb, Foot, Hand or Toe	7.5%

In the case of an established non-union of any of the above fractures, we will pay an additional benefit of 5% of the amount shown in the *schedule* against Part F — Injury Resulting in Fractured Bones.

The maximum benefit payable for any one *injury* resulting in fractured bones will be the amount shown in the *schedule* against Part F — Injury Resulting in Fractured Bones.

Part G – Injury Resulting in Loss of Teeth or Dental Procedures Benefits

If an *insured person* suffers an *injury*, resulting in the loss of *teeth* or requiring dental procedures within 12 months of the date of the *accident* causing *injury* as described below, we will pay the corresponding benefit shown below as a percentage of the amount shown in the *schedule* against Part G — Injury Resulting in Loss of Teeth or Dental Procedures.

Lump sum benefits table

INJURY TYPE	BENEFIT PERCENTAGE
42. Loss of <i>teeth</i> or full capping of <i>teeth</i> , per <i>tooth</i>	100%
43. Partial capping <i>teeth</i> per <i>tooth</i>	50%

The maximum benefit payable for any one *injury* resulting in loss of *teeth* or requiring dental procedures will be the amount shown in the *schedule* against Part G — Injury Resulting in Loss of Teeth or Dental Procedures limited to \$250 per *tooth*.

If the *insured person*, within that *injury* lost at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first or milk teeth, dentures, implants and dental fillings, we will in addition to Benefits 42 and 43 stated above, pay a further 1% benefit percentage to the *sum insured* shown in the *schedule* against Part A – Accidental Death and Capital Benefits.



Extensions of Cover

1. Exposure

If an *insured person* is exposed to the elements as a result of an *accident* and within 12 months of the *accident* suffers:

- (a) from any of the Injury Types in the Table of Benefits listed above; or
- (b) *temporary total disablement* or *temporary partial disablement* as a direct result of that exposure, the *insured person's injury* will be deemed to have occurred on the date of the *accident*.

2. Disappearance

If, during the *period of insurance* and within the *scope of cover* relevant to the *insured person*, an *insured person* disappears in any manner whatsoever and their body has not been found within 12 months after the date of that disappearance, they will for the purpose of this policy be deemed to have died as a result of an *injury* at the time of their disappearance.

Where the *accidental death* benefit under the Table of Benefits is payable because of a disappearance, we will only pay if the legal representatives of the *insured person's* estate give us:

- (a) a signed undertaking that these amounts will be repaid to us, if it is later found that the *insured person* did not die or did not die as a result of an *injury*; and
- (b) where the cause of the *insured person's* disappearance is unknown, a death certificate from the relevant jurisdiction's Registry of Births, Deaths and Marriages or equivalent, if one is able to be or has been issued within 12 months of the disappearance.

Conditions applicable to disappearance cover

Where the cause of the *insured person's* disappearance is unknown, the disappearance must be reported;

- (i) to the local police and a report obtained; and
- (ii) where the disappearance occurs outside the *insured person's country of residence*, to the applicable embassy, consulate or other representative of the *country of residence* and a report obtained.

3. Escalation of Claim Benefit

After payment of a benefit for *temporary total disablement* or *temporary partial disablement* continuously for 12 months and again after each subsequent period of 12 months during which a benefit is paid, the benefit will be increased by the greater of:

- (a) 5%; or
- (b) the average percentage increase of the Australian Consumer Price Index (CPI) for the prior four quarters as published by the Australian Bureau of Statistics.

Additional Benefits

1. Chauffeur Benefit

If, an *insured person* suffers an *injury* or *sickness* for which *temporary partial disablement* benefits are payable, we will reimburse *you* for costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the *insured person* directly to and from their normal place of residence and normal place of work, provided that proper medical evidence is provided by a *medical practitioner* certifying that the *insured person* is unable to operate a motor vehicle or travel on other available modes of public transport.

The maximum we will pay is \$200 per week for a maximum of 26 consecutive weeks.



2. Emergency Home Help Benefit

If an *insured person* becomes entitled to benefits which are payable under Part B — Weekly Injury or Part C — Weekly Sickness, and is unable to carry out domestic duties as certified by a *medical practitioner*, we will pay the expenses incurred by the *insured person* for domestic help, including childcare and outdoor household activities.

The maximum amount we will pay is \$500 per week for a maximum of 26 weeks, provided that the domestic help is not performed by a *close relative* of the *insured person*.

3. Funeral

In the event that an *insured person* suffers an *accidental death*, we will reimburse expenses up to a maximum of \$10,000 for the *insured person's* funeral, burial or cremation or costs (excluding funeral and interment costs) incurred in transporting the *insured person's* body or ashes and personal effects back to a place nominated by the legal representative of the *insured person's* estate.

4. Home and/or Motor Vehicle Modification Benefit

If, an *insured person* suffers an *injury* which results in a benefit being payable under Part A — Accidental Death and Capital Benefits injury types 2-7 (a), 8 (a) and 9 (a), we will also pay up to \$15,000 for costs necessarily incurred to modify the *insured person's* home and/or motor vehicle, or costs associated with relocating the *insured person* to a suitable home provided that the modifications and/or relocation are certified to be necessary by a *medical practitioner*.

5. Permanent Replacement Employee

If, an *insured person* suffers an *injury*, and in our opinion this is likely to result in a valid claim for payment of benefits for *accidental death* or *permanent total disablement*, we will reimburse you up to \$5,000 for reasonable costs (other than your own internal costs) incurred for recruitment of a replacement *employee*, provided the costs are incurred within the first 60 days from the date the *insured person* suffers the *injury*.

6. Return to Work Assistance

If an *insured person* becomes entitled to benefits which are payable under Part B — Weekly Injury or Part C — Weekly Sickness, we will pay towards professional assistance to improve the *insured person's* physical and/ or emotional condition in order to return to their *usual occupation* provided that these costs are not payable elsewhere under this policy and are not an expense to which General Exclusion 1 and/ or 2 apply. Professional assistance includes special equipment for and/or modifications to the *insured person's* usual workplace.

The maximum amount we will pay is \$20,000 in respect to any one event.

7. Road or Air Rage Benefit

If, during the *period of insurance*, an *insured person* suffers an *injury* as a result of being the victim of an *road or air rage incident*, we will pay a lump sum benefit of \$5,000, provided that the *road or air rage incident* has been reported to the police or other relevant local authority as soon as practicable after the incident occurring.

Coverage Conditions

1. We will not pay for more than one occurrence of *temporary total disablement* and/or *temporary partial disablement* that occur at the same period of time whether relating to the same *injury* or *sickness* or not.
2. The amount of any benefit payable for *temporary total disablement* or *temporary partial disablement* will be reduced by the amount of any periodic compensation benefits payable under any Workers' Compensation or Accident Compensation Scheme and the amount of any sick pay received or disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under this policy shall not exceed the percentage of *salary* stated in the *schedule* and/or the actual *salary* of the *insured person*. If the *insured person* surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or part), the total amount of benefits under this policy will be reduced by the amount of payment to which the *insured person* would have been entitled or had right to claim.



3. Where in relation to a benefit payable under Injury Type 2, 19, 20, 21, 22 and/or 23 under the Table of Benefits we disagree with the opinion given by *your* or the *insured person's* doctor or *mental health practitioner*, we reserve the right to, at our expense have the *insured person* for whom the claim for benefits is based examined by a *medical practitioner* or *mental health practitioner* of our choosing. If the *medical practitioner* or *mental health practitioner* of our choosing provide an opinion which is contrary to that of *your* or the *insured person's* *medical practitioner* or *mental health practitioner*, the opinion of an independent *medical practitioner* or *mental health practitioner* chosen by mutual consent will be sought. The opinion of the independent *medical practitioner* or *mental health practitioner* will be the basis for determining the extent of *permanent total disablement*, *temporary total disablement* or *temporary partial disablement*.
4. If as a result of *injury* or *sickness*, benefits become payable for *temporary total disablement* or *temporary partial disablement* and while this policy is in force, the *insured person* suffers a recurrence of *temporary total disablement* or *temporary partial disablement* from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the *insured person* has worked on a full-time basis for at least six consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new *injury* or *sickness* and a new *excess period* will be applied.

Where an *injury* requires surgical treatment which cannot be performed within 12 months from the date of that *injury*, provided the *insured person* can demonstrate that such treatment was known as necessary during that 12 month period and a *medical practitioner* certifies this, we will treat this 12 month period as a continuation of the first *injury* regardless of whether the *insured person* has been able to return to work for 6 months, provided surgery does not occur in a period in excess of 24 months from the original date of *injury*. Note, any continuation benefits shall still not exceed the total maximum Benefit Period as shown in the *schedule*.

5. All benefits for *temporary total disablement* and *temporary partial disablement*, with the exception of cover provided under Extension of Cover 4. 'Guaranteed Payment' above, will be payable monthly in arrears.
6. Benefits for *temporary total disablement* and *temporary partial disablement* for a period of less than one week will be paid for at the rate of one-fifth of the weekly benefit for each day during which disablement continues.
7. All benefits under this policy will be payable to *you* or such person or persons and in such proportions as *you* nominate to us.
8. The *insured person* must as soon as reasonably practical after the happening of an *injury* or *manifestation* of a *sickness* giving rise to a claim under this policy, obtain and follow the proper medical advice from a *medical practitioner* or *mental health practitioner*.
9. If as a result of *injury*, the *insured person* is entitled to *temporary total disablement* or *temporary partial disablement* benefits and subsequently becomes entitled to a benefit under Injury Types 2, 3 or 19 under the Table of Benefits, all benefits payable for *temporary total disablement* and *temporary partial disablement* will cease from the date of such entitlement.
10. All benefits payable in respect of *temporary total disablement* and *temporary partial disablement* shall cease upon the earliest happening of the following:
- (a) the *insured person* returning to normal work or duties or being cleared by a *medical practitioner* or *mental health practitioner* to return to normal work duties whether such work is available with *you* or not;
 - (b) the *insured person* retiring, accepting early retirement or voluntary redundancy;
 - (c) the *insured person* unreasonably failing to attend and/or make every practical effort to adhere to the recommendations detailed in their *rehabilitation plan* or health advice of their *medical practitioner* or *mental health practitioner*; or
 - (d) the death of the *insured person*.
11. In the event the *insured person* is medically certified as fit for suitable work or duties, but fails to engage in the hours the *insured person* is medically certified as fit to perform in the return to work program or rehabilitation program, benefits payable in respect of *temporary total disablement* and *temporary partial disablement* will be reduced by the hourly gross pre disability earnings rate *you* would have been paid had *you* actually engaged in the duties for the hours *you* were medically certified as fit to do so. All benefits will cease upon the earliest happening of the following:
- (a) the *insured person* is medically certified either by their treating *medical practitioner* or *mental health practitioner* or an independent *medical practitioner* appointed to examine the *insured person* by us, as fully fit to resume work in their *usual occupation*; or
 - (b) the *insured person* commences any employment with a different employer.



12. If two or more Injury Types under Part's A, D, E, F, G in the Table of Benefits occur as a result of the same *accident*, the total amount payable shall not exceed 100% of the *sum insured* for that part. Provided that the Maximum benefit payable, shall not exceed the *sum insured* shown in the *schedule* against Part A — Accidental Death and Capital Benefit.
13. The benefits payable under Part B and C of this Policy shall be subject to the following:
 - (a) the *excess period* stated in the *schedule* against Part B — Weekly Injury Benefits and/or Part C — Weekly Sickness Benefits which will be calculated from the commencement of the *temporary total disablement* or *temporary partial disablement*; and
 - (b) the total aggregate benefit period as shown in the *schedule* or 156 weeks (whichever is the lesser) in respect of *temporary total disablement* or *temporary partial disablement* arising from any one *injury* or *sickness*; and
 - (c) the maximum amount payable shall be equal to the percentage of *salary* shown in the *schedule* multiplied by the *insured person's salary*, or the *sum insured* stated in the *schedule*, whichever is the lesser.
14. The benefit payable in respect of an *insured person* under 18 years of age for Injury Type 1 (Accidental Death) under the Table of Benefits will be \$25,000 and \$250,000 with respect to Injury Types 2-19 unless otherwise agreed by us.
15. In respect of an *insured person* aged between 70 and under 75 years, the total aggregate period in respect of any *temporary total disablement* or *temporary partial disablement* arising from an *injury* or *sickness* shall be 52 weeks.

This condition will not prejudice any entitlement to claim benefits which arose before the *insured person* attained the age of 75 years, unless otherwise stated in the *schedule*.
16. In respect of an *insured person* aged between 75 and under 85 years, no benefit shall be payable for Injury Types 20, 21, 22 or 23 under the Table of Benefits.

This condition will not prejudice any entitlement to claim benefits which arose before the *insured person* attained the age of 85 years, unless otherwise stated in the *schedule*.
17. In respect of an *insured person* aged between 85 years and under 90 years:
 - (a) the benefit payable for Injury Type 1 (Accidental Death) and with respect to Injury Types 3-19 under the Table of Benefits will be limited to a maximum of \$250,000 unless otherwise agreed by us; and
 - (b) no benefit shall be payable for Injury Types 20, 21, 22 or 23 under the Table of Benefits.

This condition will not prejudice any entitlement to claim benefits which arose before the *insured person* attained the age of 90 years, unless otherwise stated in the *schedule*.
18. In respect of an *insured person* aged 90 years or over:
 - (a) the benefit payable for Injury Type 1 (Accidental Death) and with respect to Injury Types 3-19 under the Table of Benefits will be limited to a maximum of \$25,000 unless otherwise agreed by us; and
 - (b) no benefit shall be payable for Injury Type 2 (Permanent Total Disablement) under the Table of Benefits; and
 - (c) no benefit shall be payable for Injury Types 20, 21, 22 or 23 under the Table of Benefits.

This condition will not prejudice any entitlement to claim benefits which arose before the *insured person* attained the age of 90 years, unless otherwise stated in the *schedule*.
19. In the event that the Capital Benefit Sum Insured as shown in the *schedule* is linked to the *insured person's salary*, and the *insured person* is not in receipt of a *salary* or wage, the benefit payable will be limited to 50% of the maximum Capital Benefit Sum Insured as shown in the *schedule* against their respective category of *insured person* or such reduced amount as stated in conditions 13, 17(a) or 18(a) on the previous page.
20. Should an *insured person* be entitled to receive a benefit or make a claim under both this policy and any other Accident and Health policy issued by us in respect of the same loss, cover shall be limited to whichever policy provides the higher benefit only.



General Exclusions

We will not pay any benefits where death, *injury*, *sickness*, disability or liability arises from or is caused directly or indirectly from:

1. where our payment would result in our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), the Private Health Insurance (Health Insurance Business) Rules as updated from time to time, or the National Health Act (Cth) or any amendment to, or consolidation, or re-enactment of, those Acts; or
2. which are covered by Medicare, or by any workers compensation legislation, transport accident legislation, government sponsored fund, plan, medical benefit scheme or any other insurance policy required to be effected by or under law;
3. for *temporary total disablement* or *temporary partial disablement* with respect to any *sickness* which is wholly or partly attributable to childbirth or pregnancy except for unexpected medical complications or emergencies arising there from; or as provided under Additional Benefit 17. 'miscarriage/premature childbirth benefit';
4. the suicide, attempted suicide, or deliberately self-inflicted *injury* or *sickness* of the *insured* or an *insured person*;
5. any deliberate, illegal or criminal acts committed by the *insured* or any *insured person*, or any other person acting with their express consent or at their direction;
6. the *insured person* engaging or taking part in:
 - (a) flying in an aircraft or aerial device, unless as a passenger in an aircraft licensed to carry passengers;
 - (b) training for or participating in a *professional sport*; or
 - (c) active service in any armed force for any nation.
7. war, *civil war*, invasion, insurrection, revolution, use of military power or usurpation of government or military power in Australia or an *insured person's* country of residence, or any of the following countries: Afghanistan, Chechnya, Iraq, Russia, Ukraine, North Korea or Somalia;
8. any *pre-existing condition*, provided that this exclusion will not apply:
 - (a) to any illness or disease which is a direct result of medical or surgical treatment rendered necessary by any *injury*; or
 - (b) where the *takeover provisions* have been met.

Claims Procedures

1. In the Event of a Claim

In the event of a claim, *you* must:

- (a) tell us what happened. *You* can contact us on 1300 728 997 or contact *your* intermediary, as soon as practicable;
- (b) complete our claim form and send it to us promptly if we request it; and
- (c) provide any other information or help which we may request to support *your* claim.

Where an *accident* causing *injury*, *sickness* or disability to an *insured person* occurs, the *insured person* must:

- (d) obtain and follow medical advice, including undertaking treatment, as prescribed from a *medical practitioner*; and
- (e) obtain a certificate from a *medical practitioner* confirming the nature and extent of the *injury*, *sickness* or disability.

After *you* have made a claim under *your* policy, we have the sole right to act in *your* name and on *your* behalf to negotiate or settle any claim. If we do this, it will be at our expense.

You must give us all the help and information we need to pursue these claims.



2. Reporting Period

You must provide us with notice of any occurrence likely to give rise to a claim within 30 days or soon as reasonably practicable after the date of the occurrence.

3. After Your Claim is Accepted

After we have paid a claim under *your* policy, either in total or in part, we have the right to take over any legal right of recovery which *you* have. If we do this, it will be for our benefit and at our expense (if *you* have been fully reimbursed). *You* must provide full cooperation.

4. Payments in Respect of Goods and Services Tax

When we make a payment to *you* or on *your* behalf, under *your* policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that *you* are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth), in relation to that acquisition, whether or not that acquisition is actually made.

When we make a payment to *you* or on *your* behalf, under *your* policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that *you* are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such goods, services or supply.

5. Progress Payments

If we have agreed that a claim is covered by *your* policy we will make reasonable progress payments.

General Provisions

The following general provisions apply to *your* policy:

1. Precautions

You must take all reasonable care to prevent or minimise loss, damage, *injury* or liability, including *your* compliance with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

2. Medical Examination or Post Mortem

We will be entitled at our expense to have any *insured person* medically examined or in the event of death, a post mortem examination carried out. We will give the *insured person* or their legal representative reasonable notice of the medical examination.

3. Cancellation

(a) *You* may cancel this policy at any time by notifying us.

Notice of cancellation has the effect of cancelling this policy at 4.00pm on the day we receive *your* notice or such later date *you* request.

(b) We may cancel this policy by notifying *you* in writing, if *you* are in breach of any of the terms or conditions, or for any other reason available at law.

Notice of cancellation has the effect of cancelling this policy at 4.00pm on the 30th business day, after the day on which notice was sent to *you*.



- (c) (i) After cancellation by *you*, we will be entitled to retain:
- (1) the pro rata premium for the period during which the policy has been in force; and
 - (2) any tax or duty paid or owing for which we are unable to obtain a refund.
- (ii) After cancellation by us, *you* will be entitled to a refund on a pro rata basis in relation to the unexpired *period of insurance*.

You will not receive a refund if *you* have made a claim or *you* become entitled to make a claim under the policy which is greater than 65% of the premium paid.

4. Fraudulent Claims

If *you* or any party covered by *your* policy makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused.

5. Other Insurance and Contribution

When *you* make a claim on *your* policy *you* must also supply us with written details of all other insurance policies that may also pay or partially pay that claim.

6. Alteration of Risk

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage, *injury* or liability. Changes to be advised include, but are not limited to, an increase in the number of *insured persons*, a change to the *insured person's* activities from office based to field based, a change in *your* business activities or service offering. If we choose to accept this change, we will do so in writing, and *you* must pay us any additional premium that we may reasonably require.

7. Notifications

All notices and communications to us must be made or confirmed by *you* or *your* intermediary and sent to our office where *your* policy was issued.

8. Proper Law and Jurisdiction

The construction, interpretation and meaning of the provisions of this policy will be determined in accordance with the laws of the State or Territory of Australia in which the policy was issued.

In the event of any dispute arising under this policy, including but not limited to its construction, interpretation, validity or performance, *you* will submit to the exclusive jurisdiction of the courts of Australia.

A reference to any statute, regulation or subordinate legislation includes any amendment, replacement, successor or equivalent to or of that statute, regulation or subordinate legislation.

9. Subrogation

You and all *insured persons* will at any time, at our request and expense, permit all reasonable steps required to enforce any rights to which we would be entitled, including but not limited to any necessary steps required to prosecute a person or group responsible for any unauthorised acts against an *insured person*.

10. Sanctions Regulation

Notwithstanding any other terms or conditions under this policy, we shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to *you* or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of *yours* would violate any applicable trade or economic sanctions, law or regulation.



11. Currency

All amounts under this policy are expressed and payable in Australian currency.

Except as otherwise provided, if a judgment is rendered, settlement is denominated or another element of loss under this policy is stated in a currency other than Australian dollars, payment under this policy will be made in Australian dollars at the cash rate of exchange for the purchase of Australian dollars in accordance with the Reserve Bank of Australia on the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

12. Renewal

This policy may be renewed with our consent provided *you* pay or agree to pay the required renewal premium.



The following definitions will apply to these words when used in this document. Words expressed in the singular or plural have corresponding meanings.

Accident

accident means a single event that is:

- (a) caused by sudden, external and identifiable means (independently of any *sickness* or other cause);
- (b) which results in *injury* that is both unexpected and undesired by an *insured person*;
- (c) which occurs during the *period of insurance* and whilst the person is an *insured person*; and
- (d) which occurs during the *scope of cover*.

Accidental Death

accidental death means the death of an *insured person* as a result of an *injury*.

Act of Terrorism

act of terrorism means an act including, but not limited to, the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Authorised Rehabilitation Provider

authorised rehabilitation provider means a company accredited to deliver workplace rehabilitation services to an *insured person* following an *injury* or *sickness* which results in a valid claim for *temporary total disablement* or *temporary partial disablement* under this policy, whose *employees* are reasonably qualified to provide timely assistance with services based on the assessed need of the *insured person* and their occupation. Such provider will be;

- (a) chosen from a panel of our authorised providers; or
- (b) an independent provider should you or the *insured person* not agree with our choice, provided that such provider is not the *insured*, an *insured person*, or a *close relative* of the *insured person*, and the cost of providing the *rehabilitation plan* is reasonable when compared to that of our chosen panel provider.

Base Premium Rate

base premium rate means the original *base premium rate* we determine and apply to the risks of this type and is not your expiring premium.

Cancer

cancer means a malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue, resulting in a positive diagnosis by a *medical practitioner* who is certified as an oncologist. This includes, but is not limited to, Leukemia, Hodgkin's Disease and invasive melanoma. *cancer* does not include:

- (a) carcinoma in situ;
- (b) Kaposi's Syndrome or other AIDS related *cancers*, or *cancer* in the presence of HIV;
- (c) Prostate cancer diagnosed as T1 No Mo or equivalent staging; or
- (d) a recurrence or metastasis of a *cancer* which was originally diagnosed prior to the person first becoming an *insured person*.

Capital Benefit

capital benefit means the *capital benefits sum insured* amount specified in the *schedule*.

Carjacking Incident

carjacking incident means the violent theft or attempted theft of a motor vehicle which is under the care and control of an *insured person*, or which is occupied by (or immediately intended to be occupied by) an *insured person*.

Civil War

civil war means a state of armed conflict or rebellion, insurrection, revolution or sedition between different parties belonging to the same country using military like force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

Close Relative

close relative means *spouse* or *partner*, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, step-child, grandparent or grandchild.

Complete Fracture

complete fracture means a *fracture* in which the bone is broken completely across and no connection is left between the pieces.

Dependent Children

dependent children means the *insured person's* unmarried children who are under the age of:

- (a) 19 years; or
- (b) 25 years and a full time student at an accredited institute of higher learning, and who are primarily dependent on the *insured person* for their maintenance and support. *Dependent children* also include an *insured person's* unmarried child of any age who is physically or mentally incapable of self-support and living *permanently* with the *insured person*.

Employee

employee means any person under an employment contract of service or apprenticeship with *you* excluding any director.

Endorsement

endorsement means an individual *endorsement* document that we give *you* that attaches to and forms part of *your* policy. This document varies the terms and conditions of *your* policy.

Excess

excess means the amount *you* must firstly contribute toward any claim. The excess amount relevant to *your* cover is specified in the *schedule*.

Excess Period

excess period means the waiting period expressed in days, before we make a payment. The period of days relevant to *your excess period* is specified under *excess period* in the *schedule*.

Hairline Fracture

hairline fracture means mere cracks in the bone.

Injury

injury means *accidental death* or bodily *injury* resulting from an *accident* occurring during the *period of insurance*. *Injury* does not mean a *sickness* (except illness or disease resulting from medical or surgical treatment rendered necessary by an *injury*) or any *pre-existing condition*.

Insured

insured means the *insured* specified in the *schedule* as the *insured*; i.e. the policyholder of this policy.

Insured Person

insured person means any person shown in the *schedule* as an *insured person* and/or as nominated by the *insured* and agreed to by us for eligibility under this policy from time to time with respect to whom premium has been paid or agreed to be paid.

Limb

limb means the entire arm (being between the shoulder and wrist) or leg (being between the hip and the ankle).

Manifest or Manifestation

manifest or *manifestation* means having:

- (a) required an emergency department visit, hospitalisation, or day surgery procedure; or
- (b) required prescription medication from a *medical practitioner* or dentist; or
- (c) had regular reviews or check-ups with a *medical practitioner*; or
- (d) a chronic or ongoing condition which is medically documented, under investigation, pending diagnosis and/or test results; or
- (e) symptoms which would cause an ordinary person to seek the advice of a *medical practitioner*.

Medical Practitioner

medical practitioner means a person qualified and registered to practice medicine and/or dentistry. *Medical practitioner* does not include the *insured person*, an *insured person's* relative or *your* director or *employee*.

Mental Health Practitioner

mental health practitioner means a person qualified and registered to provide treatment, rehabilitation or support to people with a mental illness or psychiatric disability. *Mental health practitioner* does not include the *insured person*, an *insured person's* relative or *your* director or *employee*.

Other Fracture

other fracture means any fracture other than a *simple fracture*.

Period of Insurance

period of insurance means the dates over which *your* insurance cover under this policy is valid, as specified in the *schedule* or such shorter period should this policy be terminated either in accordance with its terms or alternatively deemed applicable by law, during which cover applies under this policy.



Permanent

permanent means lasting for 12 consecutive months from the date of the *injury* and at the expiry of that time a *medical practitioner* advises it is unlikely to improve.

Permanent Total Disablement

permanent total disablement means *temporary total disablement* that is:

- (a) unlikely to improvement; and
- (b) entirely preventing the *insured person* forever from engaging in any occupation, business, profession or employment for which the *insured person* is reasonably qualified by education, training or experience.

Pre-Existing Condition

pre-existing condition means:

any *injury*, or physical or mental defect, condition, illness, disease or syndrome for which in the twelve months prior to becoming an *insured person*, the *insured person*:

- (a) has required an emergency department visit, hospitalisation or day surgery procedure;
- (b) required prescription medication from a *medical practitioner* or *mental health practitioner* or dentist;
- (c) has had regular reviews or check-ups with a *medical practitioner*, *mental health practitioner*, or medical specialist;
- (d) has a chronic or ongoing condition which is medically documented, under investigation, pending diagnosis and/or test results;
- (e) is exhibiting symptoms which would cause an ordinary person to seek the advice of a *medical practitioner* or *mental health practitioner*.

Notwithstanding the above, any *injury* or physical or mental defect, condition, illness, disease or syndrome will not be deemed to be a *pre-existing condition* where:

- (i) the *insured person* has been employed by *you* and continuously covered for such condition under a Group Personal Accident policy underwritten by Us and held by *you* for the period or periods immediately prior to the current *period of insurance*;
- (ii) the condition has been declared to and accepted by us prior to the person becoming an *insured person* under this policy; or
- (iii) *takeover provisions* are shown as included on *your schedule*, and the conditions of this benefit as set out in Additional Benefit 2 'Takeover Provisions' are met.

Professional Sport

professional sport means any sport in which an *insured person* receives financial reward, sponsorship or gain as a result of their participation, where in total this financial reward, sponsorship or gain accounts for the majority of the *insured person's salary*.

Rehabilitation Plan

rehabilitation plan means a document prepared by an *authorised rehabilitation provider*, after a workplace rehabilitation assessment is conducted of an *insured person* for whom *temporary total disablement* or *temporary partial disablement* benefits are payable under a policy issued by us.

Road or Air Rage Incident

road or air rage incident means a violent physical act which occurs whilst the *insured person* is a passenger of an aircraft or occupying any motor vehicle intended for use on public roadways; and committed intentionally by a person who is not an *insured person* or their *close family member*.

Salary

salary means:

- (a) in the case of a salaried *insured person*, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances;
- (b) in regards to a T.E.C. (i.e. total employment cost) or *salary packaged insured person*, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages and/or *salary*, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances), before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- (c) with respect to a self-employed *insured person*, the average gross weekly gross income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income, and in each case, derived during the 6 calendar months (or over such shorter period as they have been employed or self-employed) immediately preceding the *injury* or *sickness* giving rise to a claim under this policy.



Schedule

schedule means the most current policy schedule issued by us to *you*. It includes any changes, conditions and exclusions made to suit *your* individual circumstances which may amend this policy wording.

Scope of Cover

scope of cover means the operative time during which cover applies with respect to *insured persons*, as set out in the *schedule*.

Sickness

sickness means any illness, disease, condition, syndrome or mental illness which is not a *pre-existing condition*, suffered by the *insured persons*, which first occurs during the *period of insurance* and whilst the person is an *insured person*.

Simple Fracture

simple fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a *medical practitioner* requires minimal and uncomplicated medical treatment.

Spouse or Partner

spouse or *partner* means a person who is married to the *insured person* or a *partner* of an *insured person* who has been co-habiting with the *insured person* for a period of at least three continuous months.

Sum Insured

sum insured means the amount for which *you* are *insured*, as specified in *your schedule*.

Takeover Provisions

takeover provisions means the conditions set out in Additional Benefits 2. 'Takeover provisions', for *injury* and *sickness* that must be met by an *insured person* in order for us to waive the Pre-Existing Condition General Exclusion 21.

Temporary Partial Disablement

temporary partial disablement means in the opinion of a *medical practitioner* or *mental health practitioner* the *insured person* is unable to wholly and continuously engage in a substantial part of any aspect of their *usual occupation*, and is under the regular care of and acting in accordance with the instructions or advice of a *medical practitioner* or *mental health practitioner*.

Temporary Total Disablement

temporary total disablement means in the opinion of a *medical practitioner* or *mental health practitioner* the *insured person* is unable to wholly and continuously engage in their *usual occupation*, and is under the regular care of and acting in accordance with the instructions or advice of a *medical practitioner* or *mental health practitioner*.

Tooth or Teeth

tooth or *teeth* means a sound and natural permanent *tooth* but does not include first or milk *teeth*, dentures, implants and dental fillings.

Usual Occupation

usual occupation means the occupation predominantly performed by the *insured person* in the 12 months prior to the *injury* or *sickness* causing disability.

Violent Criminal Act

violent criminal act means a violent, physical, and illegal act, including murder, sexual assault, violent robbery, or kidnapping, committed by a person who is not the *insured person*, an *insured person's* relative or *your* director or employee.

Visitor

visitor means any person legally on *your* premises who is not an *employee* of *yours*, a member of the emergency services or any other *insured person* more specifically insured under this policy.

War

war means a state of armed conflict between different nations, states or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

Work Experience

work experience means work undertaken with the *insured* for a defined temporary period, either voluntarily or for a stipend, by a person who is not an *employee* of the *insured*, provided such work is arranged in conjunction with an educational, training or similar institution for the purpose of that person gaining vocational experience or developing practical skills.

You/Your

you/your means the *insured*.





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