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Please contact Your insurance adviser for any enquiries in the first instance.



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PRODUCT DISCLOSURE STATEMENT

# GROUP ACCIDENT AND SICKNESS INSURANCE

### Disclaimer

All information in this PDS is current at the time of issue. We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can obtain a paper copy free of charge by calling Us).

Please read and retain this document in a safe place for future reference.

PREPARATION DATE: 30 NOVEMBER 2019  
EFFECTIVE DATE: 1 JANUARY 2020

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# Part A: About this Group Accident and Sickness Insurance

## 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 Insurer

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, and mid-sized and large companies, including multinational corporations.

## Contact Details

### AFA Pty Ltd

PO Box R1852, Royal Exchange, NSW 1225

Telephone 02 9259 8222

Facsimile 02 9259 8200

www.afainsurance.com

### Zurich Australian Insurance Limited

PO Box 677 North Sydney NSW 2059

Client Enquiries Telephone: 132 687

www.zurich.com.au

## About this Product Disclosure Statement

This Product Disclosure Statement (PDS) is prepared by AFA with the assistance and consent of the insurer who is responsible for it. It (and other documents We tell You form part of Your Policy) sets out the terms and conditions applying to the Group Accident and Sickness Insurance Policy which will be issued to You if You apply for, or seek to renew, the insurance and AFA accepts Your application on behalf of the insurer.

This PDS and Policy contains information that You should read and know.

Please read and retain this document in a safe place for future reference.

### ABOUT THIS INSURANCE

This is an important document. You should read it carefully before making a decision to purchase this insurance. It will help You to:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs.

You need to decide if this insurance is right for You and You should read all of the documents that make up the Policy to ensure You have the cover You need.

To properly understand this Policy's significant features, benefits and risks, it is important to read:

- this **Part A – About this Group Accident and Sickness Insurance** which contains important information You should be aware of;

- **Part B – Policy Wording** which contains:
  - » Cover Sections, which sets out the cover available under this insurance;
  - » General Exclusions which sets out what We do not cover under any of the covers;
  - » Conditions Applicable To All Sections of The Policy which sets out the conditions and terms that apply to the Policy such as how the Insured and We can cancel the Policy;
- **Part C – Words With Special Meanings** which defines some of the important words which We use in the Policy.

### GROUP POLICY CLAUSE

AFA provides all documents relating to this insurance (such as PDS and Policy Schedule) to the relevant insurance broker (that is, Your insurance broker). If You are an association, group, corporation, or any type of group or association, that is not a natural person, and You collect monies from Your members (Employees, sub-contractors, contractors as specified in the Policy) or have agreed to fund this Policy on their behalf to pay for and provide the benefits of this Policy, You must then provide access to this document to each member. If new members join Your group You must provide access to this document when they join the group.

### IFSA GUIDANCE NOTE 11

IFSA Guidance Note 11 (Group Insurance Takeover Terms) does not apply to this Policy unless stated otherwise by way of endorsement on the Policy Schedule. The endorsement will confirm the extent IFSA Guidance Note 11 applies and any specific alternative or additional rules that apply including changes to the Policy terms contained within this document.

### SOME WORDS HAVE SPECIAL MEANINGS

Certain words used in the Policy have special meanings which are defined in the Words With Special Meanings section of this document. 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.

## Summary of Cover

The following is a summary of cover only and does not form part of the terms of the insurance. See all documents that make up the Policy for full terms, conditions, exclusions and limits (including the Waiting Period) that apply. The cover is only provided for the cover sections that are specified as applicable in the Policy Schedule.

### SECTION 1 — WEEKLY BENEFITS

Where an Insured Person suffers a covered Injury or Sickness during the Period of Cover and this results solely and directly in them becoming Totally Disabled within 12 calendar months of the Injury Date or the date the Sickness first manifested itself, then Weekly Benefits will be paid after the Waiting Period. If an Insured Person has received Weekly Benefits for being Totally Disabled and is then able to return to work partially, the Policy also provides Weekly Benefits for being Partially Disabled.

### SECTION 2 — LUMP SUM BENEFIT COVER

Where an Insured Person suffers an Injury (not Sickness) during the Period of Cover and within 12 calendar months of the Injury Date and it solely and directly results in their death or any of the other Lump Sum Conditions, a Lump Sum Benefit specified in the Lump Sum Benefit Table will be paid.

### SECTION 3 — INJURY RESULTING IN SURGERY

Where an Insured Person suffers an Injury (not Sickness) during the Period of Cover and within 12 calendar months of the Injury Date it solely and directly results in any of the surgical procedures specified in the Injury Resulting in Surgery Benefits Table being undertaken outside of Australia, a benefit specified in the Injury Resulting in Surgery Benefits Table will be paid.

### SECTION 4 — SICKNESS RESULTING IN SURGERY

Where an Insured Person suffers a Sickness (not Injury) during the Period of Cover and within 12 calendar months of the Sickness it solely and directly results in any of the surgical procedures specified in the Sickness Resulting in Surgery Benefits Table being undertaken outside of Australia, a benefit specified in the Sickness Resulting in Surgery Benefits Table will be paid.

### SECTION 5 — INJURY RESULTING IN FRACTURED BONES — LUMP SUM BENEFITS

Where an Insured Person suffers an Injury (not Sickness) during the Period of Cover and within 12 calendar months of the Injury Date it solely and directly results in any of the fractured bones specified in the Injury Resulting In Fractured Bones — Lump Sum Benefits Table, a benefit specified in the Injury Resulting In Fractured Bones — Lump Sum Benefits Table will be paid.

### SECTION 6 — INJURY RESULTING IN LOSS OF TEETH OR DENTAL PROCEDURES

Where an Insured Person suffers an Injury (not Sickness) during the Period of Cover and within 12 calendar months of the Injury Date it solely and directly results in either loss of teeth or capping of teeth, a benefit specified in the Injury Resulting In Loss of Teeth or Dental Procedures — Benefits Table will be paid.

### SECTION 7 — ADDITIONAL COVERS UNDER THE POLICY

Additional Covers can include reimbursement for approved rehabilitation, a benefit for Injury due to exposure to the elements, Disappearance of an Insured Person or funeral expenses in the event that an Insured Person suffers an Accidental Death, Extended Between Job Cover, Increase in Claim Benefit, Transport To and From Work Benefit, Additional Modification Benefit and Domestic Home Help payment.

## Important Matters

We only provide cover for the amounts, up to the limit(s) and for the relevant period(s) of time specified in the Policy, including the Policy Schedule and any Supplementary Product Disclosure Statement (SPDS) and subject to its other terms. All amounts insured exclude GST.

### HOW BENEFITS ARE PROVIDED UNDER THIS INSURANCE (SOME EXCLUSIONS APPLY)

Access to benefits under this insurance to the Insured Persons is provided solely by operation of Section 48 of the *Insurance Contracts Act (1984)*.

Insured Persons do not enter into any agreement with Us and cannot vary or cancel this Policy as they are not the contracting Insured. Only the Insured can do this.

An Insured Person obtains access to benefits from the time they satisfy the definition of Insured Person and any other terms and conditions that are required to be eligible. Their access to benefits ends at the end of the Period of Cover or immediately when they no longer satisfy the definition of Insured Person or any other terms and conditions that are required for them to be eligible. Please refer to the documents that make up the Policy for full terms, conditions, limitations and exclusions. We do not provide any notices in relation to this insurance to Insured Persons as they are not a contracting party to the Policy. We only send notices to the Insured which is the only entity We have contractual obligations to under the Policy.

Insured Persons have no right to cancel or vary the Policy or its cover – only the Insured (as the contracting party) and the Insurer can do this. If the Insurer or the Insured cancels or varies the Policy or its cover, the Insurer or the Insured does not need to obtain an Insured Person's consent to do so.

Insured Persons are not obliged to accept any of the benefits of this insurance, but if they wish to make a claim under the Policy then they will have the same obligations to Us as the Insured Persons would have if they were the Insured by reason of the *Insurance Contracts Act*. We will have the same rights against the Insured Persons as We would have against the Insured.

The insurance cover is subject to the terms, conditions, limitations and exclusions set out in this document.

Neither AFA, Zurich nor the Insured hold anything in trust for, or for the benefit or on behalf of, Insured Persons under this insurance arrangement. The Insured:

- does not act on behalf of the Insurer or an Insured Person in relation to the insurance;
- is not authorised to provide any financial product advice, recommendations or opinions about the insurance; and
- does not receive any remuneration or other benefits from Us.

Any person who may be eligible should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by Us or the Insured that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

We pay agreed benefits if an Insured Person is entitled to claim in accordance with the coverage terms by suffering a loss described in this PDS during the Period of Cover.

Cover is subject to terms, conditions, exclusions and limits. These include:-

- Insured Persons are not covered for any claim that is connected with a Pre Existing Medical Condition (a condition that existed before the Period of Cover);
- Insured Persons are required to be Totally Disabled within twelve (12) calendar months of the date a Sickness first manifested itself or Injury occurred to be eligible to claim;
- We will not pay any benefits which would cause Us to be in contravention of the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth)*, the *National Health Act 1953 (Cth)* or any other applicable legislation (whether in Australia or otherwise);

- We will only pay benefits up to the agreed limits specified in the Policy; and
- Cover is provided subject to the Age Limitation listed in the Policy Schedule.

Please note the above is a general summary of the cover only. Under no circumstances it can this be relied on as a full description of the cover provided. Please refer to the documents that make up the Policy for full terms, conditions, limitations and exclusions (such as Waiting Period).

## OUR AGREEMENT WITH THE INSURED

The Policy is a contract of insurance between Us and the Insured. Where AFA enters into the Policy AFA does so as an agent of the Insurer (not the Insured) under an authority given to Us.

The Insured is obliged to pay the premium, and in return cover will be provided under the Policy. The Insured's contract consists of:

- this document which sets out the standard terms of cover and its limitations;
- the Policy Schedule which shows the insurance details relevant to the Insured and the Insured Persons. It may include additional terms, conditions, exclusions and limitations that amend the standard terms of this document;
- any SPDS; and
- any other document, such as an endorsement, We state forms part of the terms and conditions of Our contract with the Insured.

Together these documents make up the Policy. It is important that the Insured reads the Policy carefully, and keeps this booklet in a safe place for future reference.

We reserve the right to change the terms of the Policy where permitted to do so by law.

For all questions regarding the Policy, please contact Our Customer Service Centre on (02) 9259-8222 or Toll Free 1300 728 997, EST 8.30am to 5.00pm Monday to Friday.

## WHEN DOES THE POLICY BEGIN AND END?

The Policy:

- is entered into with the Insured and begins at 4pm on the Effective Date as shown on the Policy Schedule, subject to payment of applicable premium; and
- continues for the Period of Insurance or until the Policy ends according with the Policy terms or law (whichever occurs first).

## WHEN DOES AN INSURED PERSON'S ACCESS TO BENEFITS UNDER THE POLICY BEGIN AND END?

An Insured Person's access to benefits begins when:

- the premium in relation to the Insured Person has been paid; and
- the Insured Person meets the eligibility criteria 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 on the Policy Schedule.

Subject to the Extended Between Job Cover under Section 7, the Insured Person's access to benefits ends on the earlier of the following:

- at the time that the Insured Person no longer meets the eligibility criteria; or
- at the time the Insured requests that the Insured Person no longer be covered under the Policy as an Insured Person; or
- at the time that the Insured Person asks Us in writing to terminate their access to the insurance cover; or
- on the date and at the time shown on the Policy Schedule as the end of the Period of Insurance; or
- the date the Policy ends in accordance with Policy terms or law (for example, when the Policy is not renewed or is cancelled); or
- immediately upon the Insured Person's death; or
- immediately upon the Insured Person reaching the Age Limitation listed in the Policy Schedule; or
- immediately upon the Insured Person's employment ceasing with the Insured; or
- immediately upon any premium instalment for the Insured Person being unpaid for 1 month; or
- immediately upon the Insured Person going on leave without pay from the Insured and no longer participating in their current occupational duties; or

- immediately upon the Insured Person going on maternity leave; or
- upon their claim reaching the applicable Maximum Benefit Period in the Policy Schedule.

We are not obliged to notify an Insured Person of termination of the Policy.

## COOLING OFF PERIOD

If the Insured enters into the Policy with Us, We will issue the Insured with a Policy Schedule. The Policy Schedule will show the Period of Insurance for which cover is provided under the Policy and the date it was issued.

The Insured has 21 days after entry into the Policy to decide whether to return the Policy. If the request is made to Us in writing within those 21 days, We will cancel the Policy, provided neither the Insured nor any Insured Person has exercised a right or power under the terms of the Policy in that period (e.g. a claim has been made or benefit has been paid). We will provide a full refund of the premium, less charges or taxes which We are unable to recover. After the expiry of the cooling off period, the Insured still has cancellation rights which are set out in Section 9 — Conditions Applicable To All Sections of The Policy.

## YOUR OBLIGATION TO COMPLY WITH THE POLICY TERMS AND CONDITIONS

You are required to comply with the terms and conditions of the Policy. Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law) decline or reduce any claim payment and/or cancel Your Policy.

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

## HOW TO MAKE A CLAIM

If a person needs to make a claim under the Policy, please refer to How to Make a Claim on page 36.

## HOW WE CALCULATE YOUR PREMIUM

The amount of Your premium is determined by taking a number of different matters into account. You can seek a quote at any time.

It is important for You to know that the premium varies depending on the information We receive from You about the risk to be covered by Us. Based on Our experience and expertise as an insurer, We decide what factors increase Our risk and how they should impact on the premium.

The base premium We charge varies according to a number of factors including Your risk profile. Your risk profile is based on a combination of factors that assist in determining the likelihood of a claim occurring during the Period of Insurance and the amount that the claim is likely to cost Us.

The risk factors that We take into account when calculating the premium for this Group Accident and Sickness Insurance include:

- the number of Insured Persons to be covered; and
- the type and amount of cover requested.

Your premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. GST) in relation to Your Policy.

In some cases a service fee will apply where You select to pay Your premium by instalments. We tell You the total amount payable when You apply and when and how it can be paid. This is confirmed in the Policy Schedule We issue to You.

## RENEWAL

Before the Period of Insurance expires, We will confirm to the Insured via their broker whether We intend to offer a new Policy and if so on what terms. It is important to check the terms of any offer to renew (including but not limited to premium, conditions, limitations) to determine if it meets the Insured's needs. This Policy provides annual (or such shorter period as specified on the Policy Schedule) cover only and each Period of Insurance is a new contract agreement subject to all terms and conditions, limitations and exclusions. This document also applies for any offer of renewal We may make, unless We tell You otherwise.

## 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.

## Privacy Notice

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 are bound by the *Privacy Act 1988*. 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, insurers, 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. Laws authorising or requiring Us to collect information include the *Insurance Contracts Act 1984*, *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*, *Corporations Act 2001*, *Autonomous Sanctions Act 2011*, *A New Tax System (Goods and Services Tax) Act 1999* and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at [www.zurich.com.au](http://www.zurich.com.au) or by telephoning us on 132 687 and AFA's privacy policy, available at <https://www.afainsurance.com> 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. They also set out how We handle complaints and how You can access or correct Your details or make a complaint.

## General Insurance Code of Practice

Zurich is a signatory to the General Insurance Code of Practice ('Code') and AFA also proudly supports the Code.

The Code, which is written in plain English, sets out the standards that general insurers must meet when providing services to their customers, such as being open, fair and honest.

It also sets out timeframes for insurers to respond to claims, complaints and requests for information from customers.

The Code covers many aspects of a customer's relationship with their insurer, from buying insurance to making a claim, to providing options to those experiencing financial hardship, to the process for those who wish to make a complaint.

A copy of the General Insurance Code of Practice can be found at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## Complaints and Disputes Resolution Process

If You have a complaint about this insurance product or You are dissatisfied with Our service in any way contact Us and We will attempt to resolve the matter in accordance with Our internal dispute resolution procedures. To request a copy of Our procedures, use Our contact details on the back cover.

We will respond to Your complaint within 15 working days. If You are not satisfied with Our response, You may have the matter reviewed through Our internal dispute resolution process, which is free of charge.

If You are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, You may refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to You.

Their contact details are:

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

To obtain a copy of Our procedures or if more information is required please contact AFA.

## Financial Claims Scheme

Zurich is an insurance company authorised under the *Insurance Act 1973* 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 <http://www.fcs.gov.au>

## Updating This PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by contacting Us using Our details on page 2 of this PDS).

Other documents may form part of Our PDS and the Policy. If they do We will tell You in the relevant document.

## Further Information and Confirmation of Transactions

If You need to confirm any Policy transaction or clarify any of the information contained in this document or if You have any other queries, please contact AFA.

# Part B: Policy Wording

## Section 1 — Weekly Benefits

The Policy Schedule will show whether Insured Persons are covered for the Weekly Injury Benefit only or the Weekly Injury and Sickness Benefits.

If the Policy Schedule states that the Weekly Injury Benefit only applies, an Insured Person is entitled to the Weekly Injury Benefit as set out in 1.1 below. If the Policy Schedule states that the Weekly Injury and Weekly Sickness Benefits apply, then an Insured Person is entitled to the Weekly Injury Benefit as set out in 1.1 below as well as the Weekly Sickness Benefit set out in 1.2 below.

Compensation shall not be payable if as a result of Injury, the Insured Person is entitled to a Weekly Injury Benefit (Partial Disability Benefit and/or Total Disability Benefit) under 1.1 and subsequently becomes entitled to a benefit under Lump Sum Benefits in the Lump Sum Benefits Table. All benefits payable under Weekly Injury Benefits under 1.1 shall cease from the date of such entitlement.

This cover and the amounts We pay under this Section 1 are subject to the other terms, conditions and exclusions of the Policy.

## 1.1 WEEKLY INJURY BENEFIT

### Total Disability Benefit

If an Insured Person suffers an Injury during the Period of Cover and this Injury results in them becoming Totally Disabled:

- within 12 calendar months of the Injury Date; and
- for a continuous period that is longer than the Waiting Period;

We will pay them the lesser of:-

- the Weekly Injury Benefit amount, shown on the Policy Schedule; or
- the percentage of Pre Disability Earnings shown on the Policy Schedule,

for the period they are Totally Disabled. We will pay up to the Maximum Benefit Period after the Waiting Period shown on the Policy Schedule, from the date on which the Insured Person became Totally Disabled.

No payment is made for or during the Waiting Period. We will start paying the benefit from the end of the Waiting Period.

The Insured Person will not be considered to be Totally Disabled before they consult a Medical Practitioner for the claimed disability. If the Insured Person is capable of returning to work in any occupation, profession or business which they are in Our opinion qualified to perform (based on their education, training or experience) on a full time, part time, or any other basis, they are not Totally Disabled.

### Partial Disability Benefit

If an Insured Person is Partially Disabled, then We will pay them the difference between the Total Disability Benefit and the amount they have earned for performing partial duties, provided that:

- they have been Totally Disabled because of an Injury and paid a Weekly Injury Benefit for that Total Disablement under this Policy; and
- they cease to be Totally Disabled but remain Partially Disabled; and
- such payment does not result in the Insured Person receiving more than the percentage of Pre Disability Earnings shown on the Policy Schedule.

We will pay a Partial Disability Benefit even if they are capable of returning to work in any occupation, profession or business which they are in Our opinion qualified to perform (based on their education, training or experience) on a full time, part time or any other basis, but they do not do so for any reason.

## 1.2 WEEKLY SICKNESS BENEFIT

### Total Disability Benefit

This only applies if the Weekly Sickness Benefit is specified as applicable on the Policy Schedule. If an Insured Person suffers a Sickness that first manifests itself during the Period of Cover and this Sickness results in them becoming Totally Disabled:

- within 12 calendar months of the first manifestation of the Sickness; and
- for a continuous period that is longer than the Waiting Period;

We will pay them the lesser of:-

- the Weekly Sickness Benefit amount shown on the Policy Schedule; or
- the percentage of Pre Disability Earnings shown on the Policy Schedule,

for the period they are Totally Disabled. We will pay up to the Maximum Benefit Period after the Waiting Period shown on the Policy Schedule from the date the Insured Person became Totally Disabled.

No payment is made for or during the Waiting Period. We will start paying the benefit from the end of the Waiting Period.

The Insured Person will not be considered to be Totally Disabled before they consult a Medical Practitioner for the claimed disability. If they are capable of returning to work in any occupation, profession or business which they are in Our opinion qualified to perform (based on their education, training or experience) on a full time, part time or any other basis, they are not Totally Disabled.

### Partial Disability Benefit

If an Insured Person is Partially Disabled, then We will pay them the difference between the Total Disability Benefit and the amount they have earned for performing partial duties, provided that:

- they have been Totally Disabled because of a Sickness and paid a Weekly Sickness Benefit for that disablement under this Policy; and
- they cease to be Totally Disabled but remain Partially Disabled; and
- such payment does not result in the Insured Person receiving more than the percentage of Pre Disability Earnings shown on the Policy Schedule.

We will pay a Partial Disability Benefit even if they are capable of returning to work in any occupation, profession or business which they are in Our opinion qualified to perform (based on their education, training or experience) on a full time, part time or any other basis, but they do not do so for any reason.

### 1.3 WAITING PERIOD

A Waiting Period applies for both the Weekly Injury Cover and Weekly Sickness Cover and is specified on the Policy Schedule. We will not pay the Insured Person any benefit for or during the Waiting Period. We start paying the relevant benefit from the end of the Waiting Period.

The Waiting Period applies to all claims made under Weekly Injury Benefit or Weekly Sickness Benefit.

### 1.4 WHEN WEEKLY BENEFITS ARE PAID

Weekly benefits are paid fortnightly in arrears. We will pay 1/7th of the Weekly Benefit for each day that benefits are payable.

### 1.5 RECURRENCE CLAIMS

If the weekly benefit has been paid for a period that is less than the Maximum Benefit Period shown on the Policy Schedule and the Insured Person is able to claim under Weekly Injury Benefit or Weekly Sickness Benefit as a result of a recurrence of the same Injury or Sickness within 6 months of their previous Total Disability or Partial Disability ending, then any weekly benefit otherwise payable under 1.1 or 1.2 in relation to this recurrence is only payable for the balance (if any) of the Maximum Benefit Period shown on the Policy Schedule.

If the Waiting Period has already been served in respect of the Weekly Injury Benefit or the Weekly Sickness Benefit (whichever is relevant) then no further Waiting Period will apply in respect of the recurrence of an Injury or Sickness.

This extension is subject to all other terms, conditions and exclusions of the Policy. If, therefore, the Insured Person suffers a recurrence more than 6 months after their previous Total Disability or Partial Disability ended, then this is deemed a new claim subject to all other terms, conditions and exclusions of the Policy including the requirement that the new period of Total Disability has begun within 12 calendar months of the original Injury Date or the date the Sickness first manifested itself.

## 1.6 REDUCTION OF THE WEEKLY BENEFIT – OTHER PAYMENTS

If the Insured Person receives or is entitled to receive during the Period of Cover for being Totally Disabled or Partially Disabled:

- periodic benefits or certain types of insurance payments (e.g. Workers Compensation payments) of any kind for the Injury or Sickness which caused the Total Disablement or Partial Disablement, We will deduct the periodical payments of these amounts from the weekly benefit amount We pay under the Policy referable to the same period (but not below zero); or
- wages, salary, paid sick leave or income from personal exertion or any other source, We will deduct the wage, salary, paid sick leave or income from any other source from the weekly benefit amount We pay under the Policy referable to the same period (but not below zero); or
- insurance or compensatory lump sum payments (be it an award by a Court or Tribunal, a settlement or through a statutory scheme) for the Injury or Sickness which caused the Total Disablement or Partial Disablement, We will stop the payments of the weekly benefits payable under this Policy and all weekly benefits paid must be repaid, to the extent that the lump sum payment is greater than the weekly benefits paid or payable. Where the lump sum is less than the total weekly benefits payable, weekly benefits will recommence from the date on which the amount of the lump sum equals the amount which would have otherwise been payable to the Insured Person if they had not received the lump sum.

If the Insured Person receives the above payments from other parties after the claim with Us is finalised, the Insured Person must repay Us in accordance with the above.

## 1.7 ADVANCE PAYMENTS – SPECIFIC INJURIES

If the Policy Schedule specifies a Waiting Period of 28 days or less, and the Insured Person suffers a covered Injury that solely results in one of the fractures specified in the Advance Payments – Specific Injuries Table, We will pay them the lesser of:

- the Weekly Injury Benefit amount, shown on the Policy Schedule; or

- the percentage of Pre Disability Earnings shown on the Policy Schedule for the number of weeks specified in the Advance Payments Table below for that fracture as a Lump Sum amount regardless of whether the Insured Person is Totally Disabled or Partially Disabled.

#### Advance Payments Table - Specific Injuries Table

Fracture of	Advance Payments Period
Femur (thigh)	12 weeks
Pelvis, excluding coccyx	12 weeks
Fibula or tibia	6 weeks
Humerus (upper arm)	10 weeks
Ulna or radius (lower arm)	6 weeks
Wrist	4 weeks
Ankle	6 weeks
Patella (knee cap)	4 weeks
Clavicle (collar bone)	4 weeks
Foot, excluding toes	3 weeks

If as a sole result of the covered Injury, the Insured Person becomes Totally Disabled or Partially Disabled during or after the expiry of the Advance Payment Period specified in the Advance Payments – Specific Injuries Table and the Total Disablement or Partial Disablement occurs:

- during the Waiting Period, We will not pay the Insured Person any weekly benefit until the expiry of the Waiting Period plus the number of weeks of the Advance Payment Period; or
- after the Waiting Period, We will not pay the Insured Person any weekly benefits until the expiry of the period commencing on the date the Insured Person becomes Totally Disabled or Partially Disabled and the number of weeks of the Advance Payment Period specified in the Advance Payments – Specific Injuries Table.

The fractures specified in the Advance Payments – Specific Injuries Table do not include hairline fractures. Hairline fractures mean mere cracks in the bone.

The number of weeks for which weekly benefits were advanced during the Advance Payment Period specified in the Advance Payments Table count as part of the Maximum Benefit Period shown on the Policy Schedule and weekly benefits for this period will not be paid again.

## 1.8 ADVANCE PAYMENTS — CRITICAL SICKNESS

Cover for an event under this part applies only if:

- the Policy Schedule states that cover is provided under Section 1.8 Advance Payments - Critical Sickness; and
- the Policy Schedule specifies a Waiting Period of 28 days or less; and
- at least 3 months have elapsed from the commencement of the Period of Cover when the Insured Person suffers a Critical Sickness; and
- the Critical Sickness is not in any way connected to a Pre Existing Medical Condition; and
- the Insured Person is Totally Disabled for longer than the Waiting Period.

We will pay them the lesser of:-

- the Weekly Sickness Benefit amount shown on the Policy Schedule; or
- the percentage of Pre Disability Earnings shown on the Policy Schedule

for the period the Insured Person is certified as Totally Disabled by a Medical Practitioner to a maximum number of weeks specified in the Advance Payments – Critical Sickness Table below for that Critical Sickness as a Lump Sum Benefit.

#### Advance Payments – Critical Sickness Table

Critical Sickness	Advance Payments Period – the period certified as Totally Disabled by a Medical Practitioner to a maximum of:
Cancer	4 weeks
Stroke	4 weeks
Heart Attack	4 weeks
Multiple Sclerosis	4 weeks
Motor Neurone Disease	4 weeks
Parkinson's Disease	4 weeks
Muscular Dystrophy	4 weeks
Lung Failure	4 weeks
Kidney Failure	4 weeks
Liver Failure	4 weeks

If as a sole result of the covered Critical Sickness, the Insured Person remains Totally Disabled or immediately becomes Partially Disabled after the expiry of the Waiting Period and the Advance Payment Period specified in the Advance Payments – Critical Sickness Table, benefits will continue to be paid under 1.2 Weekly Sickness Benefit. The number of weeks for which weekly benefits were advanced during the Advance Payment Period specified in the Advance Payments – Critical Sickness Table count as part of the Maximum Benefit Period shown on the Policy Schedule and weekly benefits for this period will not be paid again.

Payment under this section is subject to all other Policy terms and conditions, limitations and exclusions.

### Critical Sickness Definitions

**Cancer:** Definite diagnosis of cancer where the cancer is terminal and completely untreatable or requiring significant treatment or intervention to stop the spread of the disease such as:

- Chemotherapy;
- Radiotherapy;
- Major surgery.

**Major surgery:** is extensive surgery in which large amounts of tissue, including normal tissue, are removed along with the tumour in order to stop the spread of the disease.

For example a mastectomy or the removal of an organ.

Cancers which are described as being 'non-invasive' or 'carcinoma in situ' are not claimable under this benefit (with the exception of ductal carcinoma in situ of the breast that results in the removal of the entire breast). All skin cancers other than invasive melanoma and metastatic squamous cell carcinoma are excluded.

**Stroke:** Definite diagnosis of a stroke requiring hospitalisation under specialist care and which causes a degree of damage such that there is permanent neurological damage.

**Heart Attack:** Definite diagnosis of a heart attack (myocardial infarction) as a result of coronary artery disease, resulting in the death of a portion of the heart muscle. This event must require hospitalisation and investigation in a coronary care or similar unit, within 72 hours of the heart attack.

**Multiple Sclerosis:** Definite diagnosis of multiple sclerosis where it is progressive and irreversible.

**Motor Neurone Disease:** Definite diagnosis of motor neurone disease where it is progressive and irreversible.

**Parkinson's Disease:** Definite diagnosis of Parkinson's disease where it is progressive and irreversible.

**Muscular Dystrophy:** Definite diagnosis of Muscular Dystrophy where it is progressive and irreversible.

**Lung Failure:** Definite diagnosis of end stage lung failure requiring specialist prescribed permanent oxygen therapy.

**Kidney Failure:** Definite diagnosis of end stage kidney failure requiring permanent dialysis.

**Liver Failure:** Definite diagnosis of end stage liver failure resulting in permanent jaundice and excess fluid in the space between the tissues lining the abdomen and abdominal organs (ascites).

## Section 2 — Lump Sum Benefit Cover

This Benefit only applies if the Policy Schedule shows that the Lump Sum Benefit Cover applies. This cover and the amounts We pay under this Section 2 are subject to the other terms, conditions and exclusions of the Policy.

### 2.1 LUMP SUM BENEFIT

If an Insured Person suffers an Injury which results in any of the Lump Sum Benefits occurring within 12 months of the date the Injury, We will pay them the benefit specified for the relevant Lump Sum Benefit in the Lump Sum Benefits Table below as a percentage of the Lump Sum Insured specified in the Policy Schedule.

The Policy Schedule will show which of the Lump Sum Benefits (as set out in the Lump Sum Benefits Table) are covered. The following Options are available:

- benefit number 1 (Accidental Death) only; or
- benefits numbered 1 to 7; or
- benefits numbered 1 to 17.

In the case of the Insured Person's death, We will pay the relevant compensation to their estate.

## 2.2 LUMP SUM BENEFIT LIMITS

The Lump Sum Benefits listed in the Lump Sum Benefits Table are only payable in the event of an Injury and not a Sickness.

Lump Sum Insured means the maximum amount that We will pay for all Injuries resulting in Lump Sum Benefits during the Period Cover.

All cover ceases under this Lump Sum Benefit Cover if the Insured Person becomes entitled to receive a Lump Sum Benefit of more than 75% of the Lump Sum Insured shown on the Policy Schedule.

We will not pay any Lump Sum Benefit for more than one Injury arising from the same event. We will pay the Insured Person the highest applicable Lump Sum Benefit.

The Insured Person can only claim one Lump Sum Benefit for any one Injury.

Compensation payable under this policy in respect of Lump Sum Benefit shall be reduced by any amount the Insured Person, or their estate, is entitled to receive under any *motor vehicle Act or Transcover or Transport Accident Act or Workcover or Workers Compensation Act* or other Statutory body, or legislation, having similar effect.

### Lump Sum Benefits Table

No	Lump Sum Benefits:	Lump Sum Benefit*
1	Accidental Death	100%
2	Permanent Total Disablement	100%
3	Paralysis	100%
4	Permanent Total Loss of sight of both eyes	100%
5	Permanent unsound mind to extent of legal incapacity	100%
6	Permanent Total Loss of sight of one eye	100%
7	Permanent Total Loss of two Limbs other than by Paralysis	100%
8	Permanent Total Loss of hearing in one ear	20%
9	Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the entire external body	50%

10	Permanent Total Loss of four fingers and the thumb of either hand	75%
11	Permanent Total Loss of four fingers of either hand	50%
12	Permanent Total Loss of one thumb of either hand a) both joints b) one joint	30% 15%
13	Permanent Total Loss of each finger of either hand: a) three joints b) two joints c) one joint	15% 10% 5%
14	Permanent Total Loss of toes of either foot: a) all - one foot b) great - both joints c) great - one joint d) other than great, each toe	15% 5% 3% 1%
15	Fractured leg or patella (knee cap) with established non-union (meaning the bones fail to join properly)	10%
16	Shortening of leg by at least 5cm	7.5%
17	Permanent Total Disablement not otherwise provided for under Lump Sum Conditions 2 – 16 inclusive	Such percentage of the Lump Sum Benefit insured stated on the Policy Schedule as We shall in Our absolute discretion determine and being in Our opinion consistent with the benefits provided under Lump Sum Conditions 2-16 inclusive. The maximum amount payable is 75% of the amount showing in the Policy Schedule as the Lump Sum Insured.

\*Percentage of the Lump Sum Benefit on the Policy Schedule

## Section 3 — Injury Resulting in Surgery

We will provide benefits under this section only if:

- a) the Policy Schedule shows an amount against Section 3 — Injury Resulting In Surgery and
- b) the surgery is undertaken outside of Australia.

The cover and the amounts We pay under this Section 3 — Injury Resulting in Surgery are subject to the other terms, conditions and exclusions of the Policy.

Benefits will not be payable for more than one of the surgical benefits described in 18 to 22 below in respect of any one Injury.

### Injury Resulting In Surgery Benefits Table

No	Injury resulting directly in the following surgical procedure(s) being carried out within 12 months of the Injury Date:	Benefit Amount shown below are a percentage of the amount shown on the Policy Schedule against Section 3 — Injury Resulting in Surgery.
18	Craniotomy	100%
19	Amputation of a Limb	50%
20	Fracture of a Limb requiring open reduction	50%
21	Any other surgical procedure carried out under a general anaesthetic	25%
22	Any other surgical procedure carried out under a general anaesthetic	5%

## Section 4 — Sickness Resulting in Surgery

We will provide benefits under this section only if:

- a) the Policy Schedule shows an amount against Section 4 — Sickness Resulting In Surgery; and
- b) the surgery is undertaken outside of Australia.

The cover and the amounts We pay under this Section 4 — Sickness Resulting in Surgery are subject to the other terms, conditions and exclusions of the Policy.

Benefits will not be payable for more than one of the surgical benefits described in 23 to 26 below in respect of any one Sickness.

### Sickness Resulting in Surgery Benefits Table

No	Sickness resulting directly in the following surgical procedure(s) which occur within 12 months of the date of first manifestation of the Sickness:	The benefits shown below are a percentage of the amount shown on the Policy Schedule against Section 4 — Sickness Resulting In Surgery
23	Open heart surgical procedure	100%
24	Brain surgery	50%
25	Abdominal surgery carried out under general anaesthetic	50%
26	Any other surgical procedure carried out under a general anaesthetic	5%

## Section 5 — Injury Resulting in Fractured Bones

We will provide benefits under this section only if the Policy Schedule shows an amount against Section 5 — Injury Resulting In Fractured Bones.

The cover and the amounts We pay under this Section 5 — Injury Resulting In Fractured Bones are subject to the other terms, conditions and exclusions of the Policy.

### Injury Resulting In Fractured Bones Benefits Table

No	Injury resulting directly in the following fractured bones which occur within 12 months of the Injury Date:	The benefits shown below are a percentage of the amount shown on the Policy Schedule against Section 5 — Injury Resulting In Fractured Bones.
27	Neck, skull or spine (complete fracture)	100%
28	Hip	75%
29	Jaw, pelvis, leg, ankle or knee (other fracture)	50%
30	Cheekbone, shoulder or hairline fracture of skull or spine	30%
31	Arm, elbow, wrist or ribs (other fracture)	25%
32	Jaw, pelvis, leg, ankle or knee (simple fracture)	20%
33	Nose or collar bone	20%
34	Arm, elbow, wrist or ribs (simple fracture)	10%
35	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 on the Policy Schedule against Section 5 — Injury Resulting In Fractured Bones.

The maximum benefit payable for any one Injury resulting in fractured bones shall be shown on the Policy Schedule against Section 5 — Injury Resulting In Fractured Bones.

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

A **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.

A **hairline fracture** means mere cracks in the bone.

**Other fracture** is any fracture other than a simple fracture.

## Section 6 — Injury Resulting in Loss of Teeth or Dental Procedures

We will provide benefits under this section only if the Policy Schedule shows an amount against Section 6 — Injury Resulting In Loss of Teeth or Dental Procedures.

The cover and the amounts We pay under this Section 6 — Injury Resulting in Loss of Teeth or Dental Procedures are subject to the other terms, conditions and exclusions of the Policy.

### Injury Resulting in Loss of Teeth or Dental Procedures Benefits Table

No	Injury resulting directly in the following loss or procedure(s) (as the case may be) which occur within 12 months of the Injury Date:	The benefits shown below are a percentage of the amount shown on the Policy Schedule against Section 6 — Injury Resulting In Loss of Teeth or Dental Procedures — Benefits.
36	Loss of teeth or full capping of teeth, per tooth	100%
37	Partial capping of teeth, per tooth	50%

The most We will pay for any one Injury resulting in either or both of the above Insured Events is shown on the Policy Schedule against Injury Resulting In Loss of Teeth or Dental Procedures.

For the purpose of this Section a **tooth** means a sound and natural permanent tooth and does not include first or milk teeth, dentures, implants or dental fillings.

## Section 7 — Additional Covers Under the Policy

The cover and the amounts We pay under this Section 7 — Additional Covers Under the Policy are subject to the other terms, conditions and exclusions of the Policy.

### 7.1 Rehabilitation

In the event of the payment of a claim under Section 2 — Lump Sum Benefit Cover, We at Our absolute discretion may elect to assist the Insured Person in arranging for tuition or advice from a licensed vocational school, provided such tuition or advice is undertaken with the agreement of the Insured Person's Medical Practitioner. Assistance may also include family counselling to help the Insured Person and his or her family cope with the Insured Person's disability and to enable the Insured Person to live an independent life. The maximum compensation payable under this benefit is shown on the Policy Schedule.

### 7.2 Exposure

If as a result of an Injury the Insured Person is exposed to the elements and within 12 months suffers from any of the Lump Sum Benefits set out in the Lump Sum Benefits Table as a direct result of that exposure, We will pay the corresponding benefit.

### 7.3 Disappearance

If an Insured Person disappears following the disappearance, sinking or wrecking of a conveyance during the Period of Cover in which he or she was travelling and his or her body has not been found within 12 months of the date of disappearance, We shall pay the Lump Sum Benefit for Accidental Death on the basis that the Insured Person died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance. We will only pay if the legal representatives of the Insured Person's estate give Us 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.

### 7.4 Escalation of Claim Benefit

After Weekly Benefit payment of the compensation for Total Disability Benefit or Partial Disability Benefit continuously for 12 months, We will increase the compensation by the Consumer Price Index (as at the annual date the increase is due) or 5% (whichever is lower), compounded per annum while the benefit is being paid.

### 7.5 Transport To and From Work Benefit

If an Insured Person sustains an Injury or suffers a Sickness for which Partial Disability Benefits are payable and in the event that an Insured Person requires transportation assistance in order to get to and from his or her usual place of employment due to his or her disablement, We will refund upon receipt of tax invoices, reasonable actual transport costs up to a maximum amount and for the maximum period as shown on the Policy Schedule.

Transportation assistance must be provided by a licensed public transportation provider, such as a taxi, bus, train, tram, ferry operator or the like. The provider of the transportation cannot be someone who is either Relative of, or lives with the Insured Person.

### 7.6 Funeral Expenses

If during the Period of Cover, the Insured Person suffers an Accidental Death, the Policy extends to cover the expenses of burial or cremation or the returning of the Insured Person's body or ashes to a place nominated by the legal representative of the Insured Person's estate, up to a maximum amount as shown on the Policy Schedule.

### 7.7 Additional Modification Benefit

Where the Policy Schedule shows that Lump Sum Conditions 2-4 in the Lump Sum Conditions Table are covered, We will reimburse the cost reasonably incurred by the Insured Person of modifying the Insured Person's motor vehicle or home or for relocating them to a suitable home as a result of suffering from such conditions. We will only reimburse the Insured Person for these costs if We have first consented in writing to the Insured Person making any such modification to their motor vehicle or incurring any such relocation costs. The maximum amount we will pay for this benefit is shown on the Policy Schedule.

## 7.8 Domestic Home Help

Any Insured Persons not in receipt of Pre-Disability Earnings will be paid under Total Disability Benefit (under Section 1 — Weekly Benefits) for the cost of hiring domestic help and/or child minding services reasonably and necessarily incurred provided that:

- a) Such child-minding services and domestic help are carried out by persons other than members of the Insured Person's Family or other Relatives or persons permanently living with the Insured Person.
- b) Such child-minding services and domestic help is certified by a Medical Practitioner as being necessary for the recovery of the Insured Person payable from the 8th day of treatment by a Medical Practitioner.

The compensation payable for Domestic Home Help will be limited to \$500 per week payable for an aggregate period of 26 weeks.

## 7.9 Extended Between Job Cover

Where the Insured Person ceases their employment with the Insured, on the condition that they have accepted a position with another employer prior to ceasing their employment with the Insured, cover continues for up to 30 days from the date their employment ceases. All Cover under this Policy will then cease immediately upon commencement of employment with their new employer. In all other circumstances including where the Insured Person ceases employment but does not have a position with another employer to go to, cover under this Policy will cease immediately as provided under "When Does an Insured Person's Access to Benefits Under the Policy Begin and End?" page 8.

## Section 8 — General Exclusions

- 8.1** No compensation or benefit is payable under the Policy for any event caused by, arising out of, or in any way related to or connected with:
- a) declared or undeclared War or Civil Hostilities;
  - b) Utilisation of Weapons of Mass Destruction or any Terrorist Activity;
  - c) the use, existence or escape of nuclear material or ionizing radiation, or contamination by radioactivity;
  - d) any nuclear fuel or other nuclear substance;
  - e) the Insured Person's illegal or criminal act;
  - f) You being under the influence of intoxicating liquor, where in the opinion of the Medical Practitioner excessive alcohol consumption has caused or contributed to the claim and having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Medical Practitioner and taken in accordance with the Medical Practitioner's advice;
  - g) any infection or complications from Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC);
  - h) alcoholism or illicit drug use;
  - i) participation in, or training for, any professional sport.
  - j) participation in motor sports of any kind including practice or time trials;
  - k) flying, parachuting, hang gliding, ballooning, or any other aerial activity except as a fare paying passenger on an airline with scheduled flights unless stated otherwise on Policy Schedule;
  - l) engaging in any of the following activities: pot holing, scuba diving, mountaineering, bungee jumping;
  - m) suicide or attempted suicide; intentional self-injury or attempted self-injury or deliberate exposure to exceptional danger except in an attempt to save a life;
  - n) any Pre Existing Medical Condition;
  - o) any other exclusion set out in the Policy Schedule.

We will not pay any benefits:

- a) before the date on which an Insured Person first consulted a Medical Practitioner for the relevant Sickness or Injury.
- b) unless otherwise provided for specifically under the Policy (such as an Accidental Death Benefit or Funeral Benefit) after the Insured Person dies;
- c) that if the benefits were paid, that payment would result Us breaching the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth)*, or the *National Health Act 1953 (Cth)* or any other applicable legislation (whether in Australia or otherwise);
- d) in respect of any Sickness or Injury, or recurrence of any Sickness or Injury (in the aggregate) for longer than the Maximum Benefit Period stated in the Policy Schedule whether there is a recurrence or otherwise;
- e) for any event covered under this Policy if at the time of the Injury or Sickness or at the time of the Insured Person accessing cover under the Policy, they were not legally resident in Australia or were not legally entitled to work in the occupation shown on Policy Schedule or any other eligible occupation for which We have agreed to provide cover to Insured Persons.

## 8.2 Aggregate Limit of Liability

See 9.9 Aggregate Limit of Liability for the details of how the Aggregate Limit of Liability applies.

# Section 9 — Conditions Applicable To All Sections Of This Policy

## 9.1 Your Contact Details

Notices and other information concerning the Policy will be sent to the Insured at the address last advised to Us. It is important that We be advised of any changes to the Insured's contact information.

## 9.2 Notices

Notices should be sent to AFA at the address shown on page 2 of this PDS. If either AFA or the Insurer sends a notice by post, the notice is regarded as having been received at the time it would have been delivered in the ordinary course of the post.

## 9.3 Fraud

Any fraud, mis-statement or concealment by the Insured or an Insured Person in relation to any matter affecting this insurance or in connection with the making of any claim under it will give Us the rights provided for in the *Insurance Contracts Act*, including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the Policy.

## 9.4 Premium Instalments

If the premium is payable by instalments and the Insured fails to make payment in the specified manner and the payment is a month overdue We may refuse to pay any claim that first arises after the instalment became so overdue.

This condition applies as each and every insurance contribution becomes due and cannot be disregarded because We may have previously accepted an instalment after 14 days.

We may cancel the Policy upon giving notice to the Insured if an insurance contribution is not received within 30 days of being due.

## 9.5 Cancellation Rights

### By the Insured

The Policy may be terminated by the Insured at any time at the Insured's request by giving written notice to Us, in which case We will retain Our short period rate for the time the Policy has been in force and any taxes and duties We cannot recover.

### By Us

We may cancel the Policy in any way permitted by law, including if the Insured or an Insured Person (where relevant) has:

- a) failed to comply with its Duty of Disclosure;
- b) made a misrepresentation to Us before the Policy was entered into;
- c) failed to comply with a provision of the Policy, including failure to pay a premium;
- d) made a fraudulent claim under the Policy or any other policy; or
- e) failed to notify Us of a specific act or omission as required by the Policy.

If We cancel the Policy We will do so by giving the Insured written notice. We will deduct from the insurance contribution an amount to cover the shortened period for which insurance applied and any taxes and duties We cannot recover, and refund the balance to the Insured.

## 9.6 How to Make a Claim

### Notification

The Insured or Insured Person must tell Us as soon as possible (but after the Insured Person sustains an Injury or a Sickness which may give rise to a claim under the Policy) about a potential claim. We may reduce the benefit amount, or may refuse to pay the claim to the extent that We are prejudiced by late notification of the claim.

### Claim Forms

When We are notified of a potential claim, We will send claim forms which must be completed and returned to Us within 30 days.

A medical certification will be required by the Insured Person's Medical Practitioner in the format We provide to them so the claim can be assessed. The Insured Person must meet the cost of this medical certification.

We may also require the Insured Person to undergo medical examinations, and vocation and/or rehabilitation assessments but, if this is required, We will meet those costs.

## Other Information

We may ask the Insured Person or Insured to provide such evidence to support the Insured Person's entitlement to a benefit as We may reasonably request. This evidence may include, but is not limited to the following:

- a) written authorities allowing Us to access medical, financial or other relevant information, which may include personal and sensitive information;
- b) evidence of the Insured Person's Income, earnings or periodic payments they received from other sources. We may require verification of this information by way of a financial audit; and
- c) details of any other insurance covering the same, or similar, condition for which the Insured Person is making the claim.

### Co-operation

When making a claim the Insured and Insured Persons are under a duty to act with utmost good faith. We owe the same duty in assessing the claim. The Insured and Insured Persons must therefore cooperate with Us and comply with Our reasonable requests in assessing the claim.

### Subrogation

We are entitled to commence or take over legal proceedings in the Insured or Insured Person's name 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. No action must be taken to prejudice any such right of recovery and the Insured and Insured Person must cooperate and do all things necessary to enable the recovery action to be prosecuted. This includes providing any statements, documents or assistance We require, including the giving of evidence in court.

### Time of the payment of a claim

Provided We agree to the payment of the claim, periodic payment for weekly benefits will be fortnightly in arrears. Payment of any other claim will be made upon receipt and review of due written proof of the claim.

## 9.7 Inspection Rights

At regular intervals the Insured must enter the name and earnings of Insured Persons, Employees, contractors and sub-contractors in a proper wages book or spreadsheet. AFA, on behalf of the Insurer, shall be permitted to examine the earnings of all Employees, contractors and subcontractors at any reasonable time, and from time to time, until two years after the expiry of the Policy or until final adjustment (if applicable) and settlement of all claims hereunder, whichever is the later.

## 9.8 GST Notice

The following is a GST provision in relation to the Insured's premium and Our payment to Insured Persons for claims. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

### a) Limit of liability/sum insured

All monetary limits in this Policy are exclusive of any GST (see below) that may be applicable.

### b) Claim settlements – Where We agree to pay

When We calculate the amount We will pay to the Insured Persons We will have regard to the items below:

- i. Where the Insured Person is liable to pay an amount for GST in respect of an acquisition relevant to the claim We will pay the GST amount.

If the Sum Insured or limit of liability is not sufficient to cover the loss of the Insured Persons, We will only pay the GST amount that relates to Our settlement of the claim.

The Sums Insured and limits of liability are exclusive of any GST amounts, and therefore the total amount We will pay (including any GST amounts) may exceed the applicable Sum Insured or limit of liability.

We will reduce the GST amount We pay for by the amount of any input tax credits to which the Insured Persons are or would be entitled.

- ii. Where We make a payment under this Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that Insured Persons would have been entitled to had the payment been applied to a relevant acquisition.

## c) Disclosure – Input tax credit entitlement

If the Insured registers, or is registered, for GST the Insured is required to tell Us their entitlement to an input tax credit on the Insured's premium. If the Insured fails to disclose or the Insured understates its entitlement, the Insured may be liable for GST on a claim We may pay. This Policy does not cover Insured Persons or the Insured for this GST liability, or for any fine, penalty or charge for which they may be liable.

## 9.9 Aggregate Limit of Liability

**Aggregate Limit of Liability A** shown on the Policy Schedule is Our total liability for all claims arising under the Policy during any one (1) Period of Insurance. However, the following also applies:

**Aggregate Limit of Liability B** is Our total liability for all claims arising and relating directly to Non- Scheduled Air Flights under the Policy during any one Period of Insurance.

**Non- Scheduled Air Flights** means air travel in aircraft where the flights are not conducted

- in accordance with fixed flying schedules; or
- over specific air routes.

In the event that claims made under the Policy exceed the relevant Aggregate Limits of Liability, We will reduce payments made with respect to each Insured Person as determined by Us. Any determination as to the amount payable in these circumstances shall be made at Our entire discretion and shall not be the subject of any challenge of any kind.

## 9.10 Change of Business Activity

The Insured must inform Us as soon as is reasonably practicable of any alteration in the Insured's business activities which increases the risk of a claim being made under the Policy.

## 9.11 Currency

All amounts shown on the Policy are in Australian Dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Australian dollars will be the rate at the time of incurring the expense or suffering a loss.

### 9.12 Governing Law and Jurisdiction

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

### 9.13 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.

## Part C: Words with Special Meanings

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

**Accident** means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended by You.  
“Accidental” shall be construed accordingly.

**Accidental Death** means death occurring as a result of an Injury.

**AFA** means AFA Pty Ltd acting as agent of the insurer.

**Dependent Child(ren)** of an Insured Person means the Insured Person’s unmarried dependent children under nineteen (19) years of age, or under twenty five (25) years of age if they are full time students and primarily dependent on the Insured Person for maintenance and support. It also means the Insured Person’s unmarried children over nineteen (19) years of age who are physically or mentally incapable of self-support.

**Effective Date** means the effective date of the Policy as set out in the Policy Schedule.

**Employees** means any person in the Insured’s service including directors (executive and non-executive), consultants, contractors and sub-contractors undertaking work on the Insured’s behalf.

**Family** means the Insured Person’s Spouse or Partner and any Dependent Children.

**Injury** means a bodily injury (including death) resulting solely and directly from an Accident and which occurs independently of any other cause or condition, including but not limited to any other Injury or Sickness, where the Injury and the Accident occur during the Insured Person's Period of Cover and within the Scope of Cover shown on the Policy Schedule.

Injury does not include:

- (a) any sickness or condition ordinarily described as a sickness;
- (b) a Pre Existing Medical Condition;
- (c) aggravation of a condition which existed before the start of the period during which cover is provided under the Policy; or
- (d) any degenerative or congenital condition or other condition which does not result solely and directly from an Accident.

**Injury Date** means the earlier of:

- (a) the date the Insured Person's Medical Practitioner reasonably diagnoses as the most likely date of the Injury;
- (b) the date Our Medical Practitioner reasonably diagnoses as the most likely date of the Injury;
- (c) the date the Insured Person first became aware of the Injury or a reasonable person in the circumstances would have been aware of the Injury;
- (d) the date the Insured Person first received medical treatment for the Injury; and
- (e) the date the Injury is first diagnosed by a Medical Practitioner.

**Insurance Contracts Act** means the *Insurance Contracts Act 1984 (Cth)* as amended from time to time.

**Insured** means the company or entity specified as the Insured in the Policy Schedule.

**Insured Person(s)** means any person nominated by the Insured from time to time for the insurance cover selected by the Insured under the Policy and with respect to whom:

- (a) We have agreed to provide cover under the Policy; and
  - (b) a premium has been paid,
- provided the person meets the eligibility criteria specified in the Policy Schedule.

An Insured Person is not a contracting insured under the Policy with Us. Our agreement is entered into with the Insured.

**Limb(s)** means the entire limb between the shoulder and the wrist or between the hip and the ankle.

**Medical Practitioner** means a legally qualified Medical Practitioner (including a General Practitioner, Physician, or Specialist) currently registered to practice in Australia, who is not the Insured Person's Spouse, or a member of the Insured Person's Family or the Insured's business associate and is acting within the scope of their registration and pursuant to the relevant laws.

**Paralysis** means the total and permanent loss of the use of:

- (a) one or more of the Insured Person's lower Limbs (paraplegia); or
- (b) both the Insured Person's lower Limbs and both the Insured Person's upper Limbs (quadriplegia), due to spinal cord injury.

**Partial Disablement, Partial Disability, Partially Disabled** is where the Insured Person has been continuously Totally Disabled as the result of an Injury or a Sickness for which the Insured Person has 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.

**Period of Cover** means the period during which cover is provided to an Insured Person as explained in the "When does an Insured Person's access to benefits under the Policy begin and end?" see page 8.

**Period of Insurance** means the period as set out in the Policy Schedule within which the Policy will operate unless ending earlier in accordance with the Policy or law.

**Permanent Total Disablement** means Total Disablement which continues for 12 consecutive calendar months and at the expiry of that time in Our opinion is beyond hope of improvement and which will entirely prevent an Insured Person forever from engaging in any profession, occupation or employment for which the Insured Person is reasonably qualified by training, education or experience.

**Permanent Total Loss** means the full and permanent loss of the use of the part of an Insured Person's body referred to in the Accidental Death and Lump Sum Conditions Benefits Table resulting from an Injury but not Sickness.

**Policy** means Our contract with the Insured, consisting of this document, the Policy Schedule and any other documents We state form part of the terms and conditions of Our contract with the Insured.

**Policy Schedule** means the Policy Schedule that We issue which sets out the specific details for the Insured and Insured Persons.

**Pre-Disability Earnings** means the weekly equivalent of the Insured Person's gross annual remuneration from their employer for their personal exertion, averaged over the 12 months (or any shorter period that they have been engaged in their occupation) immediately prior to the Injury or Sickness which caused their Total Disability, inclusive of overtime payments, bonuses, commissions or allowances, but does not include any income that is not from the Insured, reimbursement of work related expenses, long service leave paid, but not taken and other non-regular income that was earned during these periods. For self-employed persons, cover is provided for income net of business expenses, but before personal deductions and income tax, averaged over the 12 months (or any shorter period that they have been engaged in their business) prior to the Injury or Sickness which caused their Total Disability.

**Pre Existing Medical Condition** means a sickness, illness, disease, injury, condition (including any side-effects or symptoms of such a sickness, illness, disease, injury or 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 has received or sought medical attention or treatment for which the Insured Person has undergone testing prior to the commencement of the Insured Person's Period of Cover.

Pre Existing Medical Conditions specifically include congenital or degenerative conditions for which the Insured Person has been diagnosed or was aware of or of which a reasonable person in the circumstances could be expected to have been aware prior to the commencement of the Insured Person's Period of Cover regardless as to whether the Insured Person was at the time, or subsequently, being treated for them.

**Relative** means the Insured Person's Family, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé, fiancée, half-brother or half-sister.

**Scope of Cover** means the operative time during which cover applies with respect to Insured Persons, as set out in the Policy Schedule.

**Sickness** means an illness, sickness or disease that is not an Injury and which occurs solely, directly and independently of any other cause or condition (including, but not limited to any Injury or Pre Existing Medical Condition, other sickness, illness, disease, congenital or degenerative condition) which existed prior to the Period of Cover.

For the purposes of this definition a Sickness first manifests itself on the earlier of:

- (a) the date the Insured Person's Medical Practitioner reasonably diagnoses as the most likely date the Sickness or symptoms of the Sickness, first occurred or manifested, whichever is the earlier;
- (b) the date Our Medical Practitioner reasonably diagnoses as the most likely date the Sickness or symptoms of the Sickness, first occurred or manifested, whichever is the earlier;
- (c) the date the Insured Person first became aware of the Sickness or symptoms of the Sickness, whichever is the earlier;
- (d) the date a reasonable person in the circumstances would have been aware of the Sickness or symptoms of the Sickness, whichever is the earlier;
- (e) the date the Insured Person first received medical treatment for the Sickness or symptoms of the Sickness, whichever is the earlier; and
- (f) the date the Sickness or symptoms of the Sickness, were first diagnosed by a Medical Practitioner, whichever is the earlier.

**Spouse or Partner** of an Insured Person means the Insured Person's husband or wife living with the person or any person of either sex living in a de facto marital relationship with the Insured Person.

**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 not be 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 organisation(s) or government(s).

**Total Disablement, Totally Disabled, Total Disability** means an Insured Person is entirely and continuously unable to engage in the Insured Person's usual occupation or employment, for which the Insured Person is covered under the Policy, or from any other occupation, profession or business which in Our opinion the Insured Person is qualified to perform based on the Insured Person's 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.

**Utilisation of Weapons of Mass Destruction** means the use, emission, discharge, dispersal, release or escape of any nuclear, chemical or biological weapon, compound or organism capable of causing disablement or death amongst people or animals.

**Waiting Period** means the period of time during which We will not pay any benefit under the Policy as set out in the Policy Schedule.

**War or Civil Hostilities** includes declared or undeclared war; civil war; invasion; hostilities; war like operations; act of an enemy foreign to Your nationality or country in, or over, which the act occurs; riot; rebellion; insurrection; revolution (including the overthrow of the legally constituted government); civil commotion (where this assumes the proportion of, or amounts to, an uprising); military or usurped power; explosions of war weapons.

**We Us and Our** means AFA Pty Ltd acting as agent of Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507.

**You, Your or Yours** means the Insured named in the Policy Schedule.