

**AFA GROUP INJURY & SICKNESS**  
**PRODUCT DISCLOSURE STATEMENT**  
**AND POLICY WORDING**

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# **PART A – PRODUCT DISCLOSURE STATEMENT**

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

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

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

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

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

## **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 Allianz Australia Insurance Limited ABN 15 000 122 850 (Allianz) AFS Licence No. 234708.

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

## **CONTACT DETAILS**

### **AFA**

AFA Pty Ltd

PO Box R1852

Royal Exchange

NSW 1225

Telephone (02) 9259 8222

Facsimile (02) 9259 8200

[www.afainsurance.com](http://www.afainsurance.com)

[enquiries@afainsurance.com](mailto:enquiries@afainsurance.com)

### **ALLIANZ**

Allianz Australia Limited

GPO Box 4049

Sydney

NSW 2001

Telephone 131000

[www.allianz.com.au](http://www.allianz.com.au)

## ABOUT THIS PDS

This PDS contains important information about the Group Injury & Sickness Insurance policy which is issued and administered by AFA on behalf of the insurer. Other documents may form part of this PDS. Any such documents will include a statement identifying them as part of this PDS and will be provided to You at the same time as You are given this PDS.

The information in this PDS has been prepared without taking into account Your personal objectives, financial situation or needs. You should therefore consider this PDS carefully before making any decision whether to take out this Accident & Sickness Insurance, or, if You already hold such insurance, to keep or renew the insurance.

This PDS is prepared by AFA with the assistance and consent of the insurer who are responsible for it. It includes the terms and conditions applying to this insurance 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 or if You seek to be covered by it as an Insured Person.

## SOME EXCLUSIONS FROM COVER APPLY

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

## INFORMATION YOU SHOULD READ AND KNOW

- This **Part A – Product Disclosure Statement** which contains important information the Insured should be aware of;
- **Part B – Policy Wording** which contains:
- **Cover Sections (Sections 1-3)**, which sets out the cover available under this insurance;
- **Definitions** which defines some of the important words which We use in this Policy;
- **Exclusions** which sets out what We do not cover under any of the covers;
- **Special Conditions** which sets out some of the special conditions and terms that apply to this Policy;
- **Conditions applicable to all sections of this policy** which sets out the conditions and terms that apply to this whole policy such as how the Insured and We can cancel this Policy.

## WHEN DOES COVER BEGIN AND END?

### Cover begins

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

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

### Cover ends (Insured Persons)

The Insured Person's access to cover ends immediately:

- on the day that the Insured Person's premium contributions are due and not paid by the due date;
- on the day that the Insured requests that such Insured Person no longer be covered under this Policy as an Insured Person;
- on the day that the Insured Person gives Us written notice to terminate their insurance cover or at 4.00pm EST on the date We receive written cancellation from the Insured or Insured Person, whichever is the later date;
- unless otherwise agreed, on the date that such Insured Person leaves or is dismissed from the Insured's employment (not applicable to self-employed persons or if the Insured Person is not an employee, contractor or representative of the Insured) or is retired or pensioned; or

on the earliest of

- at 4pm EST on the date one year after the Effective date of cover or such other period as shown in the Policy Period on the Policy Schedule;
- on the date this Policy is cancelled by the Insured or Us (see the "Cancellation Rights"); or
- at 4pm EST of the 3rd (third) business day after the day on which We advise the Insured in writing that the Insured Person is no longer eligible for cover or such later time as We may specify in the notice.

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

The Insured's cover ends immediately:

- at 4pm EST on the date one year after the Effective date of cover or such other period as shown in the Policy Period on the Policy Schedule;
- on the date this Policy is cancelled by the Insured or Us (see the "Cancellation Rights").

#### **COOLING OFF PERIOD**

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

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

#### **IF THE PREMIUM IS PAYABLE BY INSTALMENTS**

You and/or the Insured Person cannot claim under this policy if at the time the Injury or Sickness occurred, any instalment of premium remained unpaid for 30 days or more beyond the premium due date. We may cancel this policy by giving notice if any instalment of premium has remained unpaid for 1 month or more.

Other than in the above circumstances We may deduct from any claim paid or payable, any unpaid premium or instalment of premium.

#### **YOUR DUTY OF DISCLOSURE**

Before a person enters into an insurance policy with Us, they have a duty, under the Insurance Contracts Act, to disclose to Us every matter that they know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and if so, on what terms.

The Insurance Contracts Act imposes a different duty the first time the person enters into the Policy to that which applies when they renew, vary, extend, reinstate or replace a Policy. We set these two duties out below.

The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time answers are provided to Us or disclosures are made and the Relevant Time, You need to tell Us.

##### **Duty of Disclosure on entry into the Policy with Us for the first time**

We will ask various questions as part of the application process that are relevant to Our decision whether to accept the risk of insurance and, if so, on what terms. When the person answers those questions, they must:

- give Us honest and complete answers;
- tell Us everything they know concerning the proposed insurance; and
- tell Us everything that a reasonable person in the circumstances could be expected to know.

##### **Duty of Disclosure on renewal, variation, extension, reinstatement or replacement of the Policy**

On renewal, variation, extension, reinstatement or replacement of the Policy with Us, the duty is to disclose to Us before the renewal, variation, extension, reinstatement or replacement, every matter that the person knows, or a reasonable person in the circumstances could be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

##### **What We do not need to know for either duty**

A person does not need to tell Us about any matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or in the ordinary course of business, ought to know; or

- as to which compliance with Your duty is waived by Us.

### **Who does the above apply to?**

The duty of disclosure applies to the Insured each on its own behalf and for anyone else who will be covered by the Policy.

The relevant obligation applies up until the time of the relevant entry, renewal, variation, extension, reinstatement or replacement.

### **What happens if it is not complied with?**

If a person fails to comply with the duty of disclosure, We may be entitled to reduce Our liability under the Policy in respect of a claim and/or cancel it. If the non-disclosure is fraudulent We may also have the option of treating the Policy as if it never existed.

## **PRIVACY NOTICE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Disclosure Overseas**

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

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

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

You may ask for access to the personal information Our Privacy Policy contains details about how to access or seek correction to Your information and how You may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988 (Cth)* and how We deal with complaints. Our Privacy Policies are available at [www.afainsurance.com](http://www.afainsurance.com) and [www.allianz.com.au](http://www.allianz.com.au).

### **Your Choices**

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

## **GENERAL INSURANCE CODE OF PRACTICE**

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

We keenly support the standards set out in the Code.

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

### **Complaints**

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

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

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

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

If the complaint is not covered by the FOS scheme, You will be advised of other options for resolution.

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

### **Financial Claims Scheme**

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

### **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 the back cover 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**

### **WHAT ARE INSURED PERSONS COVERED FOR?**

This policy provides the Insured Person with Injury cover (& Sickness cover if stated on the Policy Schedule) during the Policy Period and the Scope of Cover as shown on the Policy Schedule, and subject to the terms and conditions of this policy wording. All cover is subject to the Insured paying or agreeing to pay the required premium.

### **COVER SECTIONS**

#### **SECTION 1 - WEEKLY INJURY BENEFIT**

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

If the Insured Person is Partially Disabled We will pay the difference between the Temporary Total Disability weekly benefit as shown in the Policy Schedule and the weekly Income earned from personal exertion per week, to the extent that the combination of the Income that the Insured Person continues to earn and the Temporary Partial Benefit do not exceed the maximum compensation under the Temporary Total Disability weekly benefit as shown in the Policy Schedule.

#### **SECTION 2 - WEEKLY SICKNESS BENEFIT**

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

#### **SECTION 3 - CAPITAL BENEFITS**

If the Insured Persons suffers an Injury (not a sickness) resulting in any of the events specified in the Capital Benefits Table, within twelve months of the Injury, We will pay the relevant Compensation shown as a percentage of the Capital Sum Insured stated in the Policy Schedule.

### **CAPITAL BENEFITS TABLE**

#### **CAPITAL EVENTS**

Injury resulting in:

#### **THE COMPENSATION**

1. Death	100%
2. Quadriplegia	100%
3. Paraplegia	100%
4. Permanent total loss of sight in both eyes	100%
5. Permanent total loss of sight in one eye	100%
6. Permanent total loss of use of two Limbs	100%
7. Permanent total loss of Independent Existence	100%
8. Permanent total loss of Use of the right arm or of the greater part of the right arm	75%
9. Permanent total loss of Use of the left arm or of the greater part of the left arm	75%
10. Permanent total loss of Use of the right hand or of five fingers of the right Hand or of the lower part of the right arm	65%
11. Permanent total loss of Use of the left hand or of five fingers of the left Hand or of the lower part of the left arm	65%
12. Permanent total loss of use of a leg	75%
13. Permanent total loss of use of a Foot	65%
14. Permanent total loss of use of the lower part of a leg	70%
15. Permanent total loss sight of one eye, together with various diminution of the sight of the other eye	75%
16. Permanent total loss of sight of one eye	40%
17. Permanent total loss of binocular vision	40%
18. Permanent total loss of eyeball (in addition to compensation for loss of sight of an eye)	22%

## SECTION 3 – ADDITIONAL BENEFIT

### Rehabilitation Benefits

In the event of the payment of a claim under Section 3 – Capital Benefits, 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 counseling 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 \$20,000.

## DEFINITIONS

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

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

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

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

**Effective Date** means, with respect to the Insured, the start of the Policy Period during which cover is provided under this Policy as set out in the Policy Schedule. With respect to an Insured Person, Effective Date means the period from the date the Insured pays the premium contributions for the Insured Person and the Insured Person meets any other eligibility criteria agreed with the Insured as set out on the Policy Schedule and whom the Insured has nominated in writing and whom We have agreed, in writing, to insure.

**Elimination Period** means the period stated in the Policy Schedule starting on the first day of Temporary Total Disablement after an Insured Person has consulted a Medical Practitioner for an Injury or Sickness.

**Events** means any of the Capital Events specified in the Capital Benefits Table of Section 3 – Capital Benefits

**Fingers, thumb or toes** means the digits of a hand or foot.

**Foot** means the entire foot below the ankle.

**Hand** means the entire hand below the wrist.

**Income** means the average of an Insured Person's weekly Income net of business expenses but before personal deductions and Income tax, earned from personal exertion in his or her usual business, profession, occupation or employment for the number of weeks so engaged during the twelve month period immediately preceding the Injury or Sickness resulting in any of the events covered by this policy. Income includes regular overtime and allowances, holiday loading payments, but excludes reimbursement of expenses, long service leave paid but not taken and other non regular Income.

**Independent existence** means the ability to dress, bathe, toilet and feed without assistance.

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

- (a) any consequences of any condition which is ordinarily described as being a Sickness or disease;
- (b) aggravation of any condition which pre-existed the date of the Accident;
- (c) any other Pre-Existing Condition;
- (d) any degenerative condition irrespective of when the degeneration commenced or when and to what extent, the degeneration progressed.

**Insured** means the Company, entity, or individual named as the Insured in the Policy Schedule.

**Insured Person(s)** means persons who are Your employees, contractors or sub-contractors whom You have nominated in writing and whom We have agreed to insure, in writing, provided they also remain in Your employment and provided that We have agreed to insure that person, in writing, before the occurrence of any circumstance which might give rise to a claim under this policy.

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

**Medical Practitioner** means a properly and legally qualified medical practitioner currently registered to practice in Australia, who is not a spouse, or a member of the family of the Insured Person.

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

**Paraplegia** means permanent total loss and entire paralysis of both legs.

**Permanent total loss** means the full and irreversible loss of effective Use of the part of the body referred to in the Capital Benefits Table.

**Policy Period** means the period specified in the Policy Schedule, or any subsequent period in respect of which You pay and We accept the premium required for the continuation of this policy.

**Policy Schedule** means the most current Policy Schedule and endorsements that We provide to the Insured which contains details of the cover provided by this policy.

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

**Professional Sporting Activities** means participating in any sporting activity including training for that activity where the Insured Persons earns more than 50% (including any sponsorship they receive) of their gross annual Income from that activity.

**Quadriplegia** means permanent total loss and entire paralysis of both legs and both arms.

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

**Sickness** means illness or disease which first becomes apparent while this policy is in force. Sickness does not include any pre-existing illness or disease or Injury of which an Insured Person was aware, or for which the Insured Person has received treatment, or advice for treatment or has been prescribed medication or has consulted a Medical Practitioner or other health professional, at any time prior to the Policy Period stated in the Policy Schedule or the Insured Person's Effective Date, if later.

**Temporary Total Disablement, Totally Disabled, Total Disability** means;

- the Insured Person is entirely and continuously unable to engage in their usual occupation or employment, for which the Insured Person is covered under this policy, or from any other occupation, profession or business which in Our opinion the Insured Person is qualified to perform based on their education, training or experience;
- the Insured Person is not working in any employment or occupation; and
- the Insured Person is under the regular care and attendance of and following the advice and treatment recommended by a Medical Practitioner.

**Temporary Partial Disablement** means the Insured Person has been continuously Totally Disabled as the result of an Injury (but not a Sickness) for which the Insured Person received a Total Disability benefit and immediately after that period of Total Disability the Insured Person is capable of returning to work in a reduced capacity or on alternative light duties and/or reduced hours.

**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 organization(s) or government(s).

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

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

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

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

**You/Your** means the Insured shown on the Policy Schedule.

## EXCLUSIONS

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

1.
  - (a) war, hostilities or warlike operations (whether war be declared or not);
  - (b) invasion;
  - (c) act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs;
  - (d) civil war;
  - (e) riot;
  - (f) rebellion;
  - (g) insurrection;
  - (h) revolution;
  - (i) overthrow of the legally constituted government;
  - (j) civil commotion assuming the proportions of, or amounting to, an uprising;
  - (k) military or usurped power;
  - (l) explosions of war weapons;
  - (m) Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined;
  - (n) murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not;
  - (o) Terrorist activity;
2.
  - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
  - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;
    - (i) ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. the Insured Person deliberately exposing themselves to exceptional danger, or their own criminal act;
4. the Insured Person being under the influence of drugs (other than prescribed and taken as directed by a Medical Practitioner) or driving a motor vehicle with a blood alcohol concentration in excess of the legal limit;
5. Acquired Immune Deficiency Syndrome (AIDS) or AIDS related Complex (ARC) howsoever this syndrome has been acquired or may be named or Human Immunodeficiency Virus;
6. neurosis, psychoneurosis, psychosis, mental disorder or disease, emotional disorder or disease, depression, stress, anxiety condition or disorder or mental illness of any kind;
7. the Insured Person flying, or participating in air travel or any other kind of aerial activity unless as a fare paying passenger on a commercial airline with a scheduled flight;
8. the Insured Person's suicide or attempted suicide; intentional self-Injury or attempting intentional self-Injury;
9. the Insured Person engaging in or training for;
  - (a) mountaineering, rock climbing, speleology, sky-diving, hang-gliding, bungee jumping;
  - (b) any motor sports, including time trials or practice;
  - (c) any code of amateur football (unless this is specifically Insured by endorsement as shown on the Policy Schedule);
  - (d) underwater sports (including but not limited to scuba diving)
10. any Pre-Existing Condition;

11. alcoholism or illicit drug use;
12. Occupational Disease;
13. any Professional Sporting Activities.

## **SPECIAL CONDITIONS**

### **1. Compensation shall not be payable in the following circumstances:-**

- (a) under more than one of the Events numbered 1 to 7 in Section 3 – Capital Benefits;
- (b) during the Elimination Period;
- (c) beyond the date of the Insured Person's death (except in respect of Capital Benefits Event 1 – Death);
- (d) before the date on which an Insured Person first consulted a Medical Practitioner for the Sickness or Injury;
- (e) in respect of any Sickness or Injury, or recurrence of any Sickness or Injury (in the aggregate) for longer than the Benefit Period stated in the Policy Schedule whether there is a recurrence or otherwise;
- (f) if an Insured Person is capable of a return to work, or a partial return in a reduced or partial capacity in any occupation but does not do so for any reason.

### **2. Compensation shall be reduced, limited or repaid in the following circumstances:-**

#### **Weekly benefits:**

- (a) Compensation payable under this policy as weekly benefits for Sickness or Injury is limited to the periods and the amounts as set out in the Policy Schedule.
- (b) In respect of periods in which an Insured Person is entitled to receive or receives, for the same Sickness or Injury any Workers Compensation or other periodical payment of any kind and from any source, or wages, salary, paid sick leave or earned Income from any other source, then the weekly benefits paid in respect of Injury or Sickness under any of the Sections of this policy will be reduced by the amount of the other payment received in the corresponding period, and where a lump sum is received from other insurance or any other compensation of any type then, to the extent that weekly benefits have been paid under this policy, the weekly benefits must be repaid.
- (c) The maximum amount payable for any event or series of events occurring during a Policy Period is limited to the compensation shown in the Policy Schedule.

#### **Capital benefits**

- (a) Only one Capital Benefit is payable in respect of any one Insured Person for any one Injury.
- (b) If an Insured Person suffers more than one Injury in the same Accident and is entitled to compensation under more than one of events numbered 8 to 18 (in Section 3 – Capital Benefits Table) We will pay compensation for more than one event provided the total compensation payable in respect of this provision does not exceed 100% of the capital sum insured.
- (c) Compensation payable under this policy in respect of Capital Benefits 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.
- (d) If We pay a Capital Benefit of 75% or more, then We will stop paying weekly benefits. The payment of the Capital Benefit will be made when We believe the Insured Person meets the criteria for the payment of the Capital Benefit and weekly benefits will cease at that time.
- (e) The benefit payable in the case of death will be reduced by any Capital Benefits paid for the same Injury.

**3. Calculation of weekly benefits**

Compensation for periods of less than one week will be paid at the rate of one-seventh (1/7<sup>th</sup>) of the weekly benefit.

**4. Recurrent disablement**

If a weekly benefit payable under this policy has been paid to an Insured Person for a period less than the maximum Benefit Period shown on the Policy Schedule and the Insured Person again becomes Totally Disabled or Partially Disabled within 6 months of the Insured Person's previous Total Disability or Partial Disability ending, as a result of the same Sickness or Injury, then any weekly benefit otherwise payable for the Total Disablement or Partial Disablement is only payable for the balance (if any) of the maximum Benefit Period shown on the Policy Schedule.

In the above circumstance the Elimination Period will not be applied again.

**5. Aggregate Limit of Liability**

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

**6. Payment of benefits in the event of death (Event 1 of the Capital Benefits Table)**

If a benefit is payable in respect of the death of an Insured Person, the benefit will be paid to their estate.

## **CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY**

**1. COMPLYING WITH POLICY CONDITIONS**

The due observance and fulfilment of the terms of this policy and the truth of the statements and answers in the application, and in any claim forms, statements and medical evidence required from You and/or an Insured Person in connection with this insurance, shall be conditions precedent to Our liability to make any payment under this policy.

**2. FRAUD**

Any fraud, mis-statement or concealment by You 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.

**3. PREMIUM INSTALMENTS**

If Your premium for this insurance is to be paid by instalment and;

- (a) You fail to make the payment in the specified manner; or
- (b) You fail to make payment in the specified manner and the payment is thirty (30) days overdue;

We will not pay any claim that first arises after the instalment became due.

This condition applies as each and every premium instalment becomes due and cannot be disregarded because We may have previously accepted an instalment after thirty (30) days.

The effect of this is that this policy will be cancelled by Us if Your instalment is not received within thirty (30) days of being due and claims arising from events occurring after that date will then be denied.

We have the right to vary policy benefits and the premium payable at the end of each Policy Period.

Any changes to the benefits or premium payable will be notified to You in writing at least thirty (30) days before the expiry of the Policy Period.

**4. CANCELLATION RIGHTS**

The policy may be terminated at any time at Your 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. We may cancel the policy at any time as provided by Section 60 of the Insurance Contracts Act 1984, with the period of notice to You not being less than thirty (30) days.

**5. CLAIMS MADE UNDER THE POLICY**

- (a) Written notice must be given to Us by You or the Insured Person within thirty (30) days of the occurrence of any circumstance in respect of which a claim has arisen or may arise under this policy;

- (b) When You or the Insured Person notifies Us in accordance with (a) above, We will send claim forms to You or to the Insured Person which must be fully completed and returned to Us within 30 days of receipt;
- (c) Medical certification will be required by the Insured Person's Medical Practitioner in the format We provide to You or the Insured Person for that purpose, in order to allow Us to assess the claim;
- (d) In order to claim for weekly benefits, the ongoing certification of disability, provided by the Insured Person and their Medical Practitioner will be required, in the format We provide, on progress claim forms. The Insured Person must meet the cost of the medical certification and the completed progress claim forms must be returned to Us within 30 days of them being requested;
- (e) All evidence required by Us in order to allow Us to assess the claim shall be furnished as required at the Insured Person's expense;
- (f) An Insured Person must submit to medical examination at Our expense as often as is reasonably required.

#### **6. OTHER INFORMATION**

We may also require You or the Insured Person to provide Us with;

- (a) written authorities allowing Us to access information, which may include personal and sensitive information;
- (b) evidence of the Insured Person's Income in the period prior to disability commencing, or their Income in any period after disability commences; and
- (c) details of any other insurance covering the same condition for which a claim is being made.

#### **7. PROOF OF CLAIM**

Written proof of a claim must be furnished to Us at Our office within ninety (90) days of the occurrence of any circumstance which may give rise to a claim under this policy. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to do so, provided that the proof is furnished as soon as is reasonably possible and in no event, except in the absence of legal capacity, later than twelve (12) calendar months from the time it would normally be required.

#### **8. TIME OF THE PAYMENT OF 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. INSPECTION RIGHTS**

At regular intervals You 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 this policy or until final adjustment (if applicable) and settlement of all claims hereunder, whichever is the later.

#### **10. SUBROGATION RIGHTS**

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