

# AFA INSURANCE GROUP ACCIDENT & SICKNESS POLICY DOCUMENT



## AFA INSURANCE VOLUNTARY WORKERS ACCIDENT PRODUCT DISCLOSURE STATEMENT & POLICY DOCUMENT

### Contents

Product Disclosure Statement.....	2
Policy Wording.....	9
Part 1 - Weekly Benefits.....	10
Part 2 - Capital Benefits.....	11
Part 3 - Injury Assistance Benefits for Non Income Earners .....	13
Part 4 - Non-Medicare medical Expenses.....	14
Part 5 - Home and Car Modification .....	15
Part 6 - Ambulance Costs.....	15
Part 7 - Funeral Expenses.....	15
Part 8 - Exclusions.....	15
Part 9 - Claims.....	17
Part 10 - General Provisions.....	17

**This product is issued by**  
**AFA Pty Ltd on behalf of Certain Underwriters at Lloyd's**  
**ABN 83 067 084 333**  
**AFSL No: 247122**  
**How to contact Us:**

You may contact Us by writing to AFA Pty Ltd, PO Box R1852, Royal Exchange, NSW 1225

# PRODUCT DISCLOSURE STATEMENT (PDS)

## Welcome

This Product Disclosure Statement is an important legal document that contains details of Your Group Personal Injury Insurance Policy. Before You decide to buy insurance from us, please read this PDS thoroughly and keep it, together with Your Schedule, Scheduled of Sums Insured and Policy Wording, in a safe place.

## What is a Product Disclosure Statement?

The Corporations Act 2001 (Cth) requires that any 'retail client' must receive a 'Product Disclosure Statement' (PDS) prepared by the Insurer which contains certain information that is designed to assist retail clients in deciding whether to buy the relevant cover.

This Product Disclosure Statement (PDS) is designed to provide you with the necessary information regarding the features of AFA's Income Protection product in order that you can make an informed choice about purchasing this product.

In this PDS / Policy Document you will find all the information You need to know about the type of cover(s) available, our terms and conditions, benefits and risks and making a claim.

Please read this booklet and make sure that You are satisfied with the terms and conditions that We offer.

Income Protection only begins when We have agreed to accept the insurance and a policy certificate has been issued.

This PDS and the insurance policy certificate We send You are Your policy documents and form Your legal contract with Us. Please keep them together in a safe place. You should also keep documents You will need in case of a claim – for example, documents which substantiate Your earnings and medical certificates.

Please do not hesitate to contact Your Insurance Adviser if You have any questions about this policy booklet or Your Insurance cover.

## Group Policy Clause

If You are an association, group, corporation, university or any type of group or association, that is not a natural person, and You collect monies from Your members, employees, or students to pay for and provide the benefits of this policy, You must then give the PDS and policy wording to each member, employee or student in Your group from whom You collect monies and pass on the benefits of this policy to. If new members, employees or students join Your group You must give them the PDS and policy wording when they join the group.

## Who is the insurer?

### ***About AFA Pty Ltd***

AFA Pty Ltd (AFA) ABN (83 067 084 333) is an authorised Coverholder for Lloyd's and acts under a binding authority to arrange and enter into Accident & Health business, collect premiums and handle and settle claims on behalf of certain underwriters at Lloyd's. AFA Pty Ltd has entered into the contract as an agent of certain underwriters at Lloyd's and not as agent of the insured.

### ***About Lloyd's (The Insurer)***

Lloyd's is authorised to carry on general insurance business in Australia by the Australian Prudential Regulation Authority. This government authority requires Lloyd's to maintain sufficient capital to meet their insurance obligations to policyholders and regularly monitors their financial position.

## Applicable Sections Clause

Not all Sections of this PDS and Policy Wording document will apply to You. The precise coverage afforded is subject to the terms and conditions outlined in the PDS, Schedule, Schedule of Sums Insured, Policy Wording and any Endorsements, as issued by Us.

## Policy Features and Benefits

- Accident cover during Voluntary Work to cover both Income Earners and Non-income earners.
- Payment of a Weekly benefit to the Earnings that You have lost or the Weekly benefit shown in the Certificate, whichever is the lesser.
- Payment of a **Partial Disability Weekly benefit** calculated at the difference between the Insured Person's pre-disability salary and current salary derived from their reduced employment capacity.
- Payment of an agreed **Lump Sum Capital Benefit** for Accidental Death and certain defined injuries.
- Our policies are available to people between the ages of 16-65 or as otherwise stated in Your Policy Schedule or by Endorsement
- Weekly Benefits are payable for a maximum period of **104 Weeks** or as otherwise stated in Your Policy Schedule

## Additional Benefits

- Home Help Benefits for Non Income Earners
- Non-Medicare Medical Expenses
- Home and Car Modification
- Funeral Expenses

## Significant Risks

**Incorrect Product or Cover:** - You should ensure that the Sums Insured are sufficient to cover the **Insured Persons** Death, Permanent Disablement and loss of Weekly **Income**. For Example: if You decide to cover Weekly Benefits and You select a benefit that is less than the **Insured Persons** weekly **Income**, we will only pay up to the benefit amount stated in the Policy Schedule.

**Pre-existing Conditions:** - AFA may not pay a benefit to You for any injury or sickness for which You have received Treatment, or advice for treatment or have been prescribed medication or have consulted a medical practitioner or other health professional, prior to the period of insurance stated in the Certificate. Should You be replacing insurance that You currently have with another insurer, please note that current injuries or illnesses covered under Your present insurance policy may not be covered under this replacement policy. This will depend on the specific pre-existing clause in the Policy Wording.

**Reduced Payments:** - AFA will reduce Our payments to You by any Weekly Benefits that You are entitled to receive from Workers Compensation or other legislative benefits.

## General exclusions applicable to all sections of this policy

This insurance Policy is designed to provide protection for you in the event of something happening which has been insured against. However, in certain circumstances, this policy will not provide any insurance cover to you. For example we do not pay a benefit in the following circumstances:

- suicide or attempted suicide or intentional self-injury
- neurosis, psychoneurosis, psychosis; mental, emotional, depression stress or anxiety condition, disease or disorder.

- driving a motor vehicle whilst having a percentage of alcohol in Your breath or blood in excess of that permitted by law.

For full details of all relevant policy exclusions, where cover does not apply, you should read the Policy Wording and make yourself aware of all the exclusions that apply to this insurance.

## **Deductibles and or Excesses**

If You make a claim under the policy You may be required to pay one or more excesses.

## **Your Duty of Disclosure**

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

The Act imposes a different duty the first time you enter into the policy with us to that which applies when you vary, renew, extend, reinstate or replace your policy. We set these two duties out below.

### **YOUR DUTY OF DISCLOSURE WHEN YOU ENTER INTO THIS POLICY WITH US FOR THE FIRST TIME**

You will be asked various questions when you first apply for this policy. When you answer these questions, you must:

- (a) give us honest and complete answers;
- (b) tell us everything you know; and
- (c) tell us everything that a reasonable person in the circumstances could be expected to tell us.

### **YOUR DUTY OF DISCLOSURE WHEN YOU RENEW, VARY, EXTEND REINSTATE OR REPLACE YOUR POLICY**

If you renew, extend, vary or reinstate the policy your duty is to tell us before the renewal, extension, variation or reinstatement is made, every matter known to you which:

- (a) you know; or
- (b) a reasonable person in the circumstances could be expected to know,
- (c) is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy.

### **WHAT YOU DO NOT NEED TO TELL US FOR EITHER DUTY**

You do not need to tell us about any matter:

- (a) that diminishes our risk;
- (b) that is of common knowledge;
- (c) that we know or should know as an insurer; or
- (d) that we tell you we do not need to know.

### **WHO DO THE ABOVE TWO DUTIES APPLY TO?**

Everyone who is insured under the policy must comply with the relevant duty.

### **WHAT HAPPENS IF YOU OR THEY DON'T COMPLY WITH THE RELEVANT DUTY?**

If you or they do not comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

## **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 your policy has been exercised (eg no claim has been made).

Where you return it within the above 14 day period we will cancel the policy and give you a full refund of premium. Please note You still have cancellation rights that You can use after this period expires.

## **Keeping Us Up to date**

You must notify Us immediately:

If You become aware that You are suffering from any Injury or medical condition which is likely to affect Your ability to work,

If You do not do so, We may

- (a) cancel the policy, or
- (b) reduce or refuse to pay a claim.

## **Change of Occupation**

We only cover You for the Occupation shown in the Application for Insurance so You should notify Us immediately if there is any change in Your Occupation. We will then decide whether to insure You for Your new Occupation and if so on what terms.

## **Cost of the Policy and paying for Insurance**

The cost of Your policy is made up of Your premium plus any applicable government taxes.

## **What happens if You do not pay the cost of Your policy?**

You cannot claim under this policy if at the time the Injury occurred or Sickness manifested itself, any instalment of premium remained unpaid for 14 days or more.

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.

## **Commission**

AFA pay a commission to your insurance adviser when You decide to take out an AFA insurance policy. The amount of commission paid will be paid from Your premium amount and is not an additional expense to You. Your insurance adviser may also charge You a fee for their service.

## **Claims Procedures:**

### **1. Notification of Claim**

Any event which may give rise to a claim under this policy, must be reported to us in writing within thirty days of the occurrence of the event.

### **2. Claim Forms**

When you report such an event, we will issue you with a claim form which you and your legally registered medical practitioner must fully complete and return to us.

In the event of an ongoing claim we will periodically provide you with Progress Claim Forms, which you and your legally registered medical practitioner must fully complete and return to us on an ongoing basis.

### **3. Proof of Loss**

Where we request further proof of loss in addition to the completed claim forms (eg, medical records, financial records, employment records, etc.) the proof of loss must be provided to us as soon as possible and, in any event, within thirty days of the proof being requested, together with copies of all relevant documentation.

You or the Insured Person shall, at your or their expense, provide us with all such certificates, information, and other evidence as we may require from time to time, in a format prescribed by us.

### **4. Physical Examinations & Vocational Assessments**

We may require the Insured Person to undergo a medical examination or examinations by a legally registered medical practitioner of our choice in the event of a claim. We may require the Insured Person to undergo a vocational assessment by a qualified assessor in the event of a claim.

### **5. Claims Investigation**

In the event of a claim we may investigate the claim as we deem necessary and require both You and the Insured Person to cooperate fully with such an investigation, which may include an interview with you, the Insured Person or both you and the Insured Person. A failure by You or the Insured Person to fully cooperate with such an investigation may result in denial of the claim, the cancellation of the policy, or both.

### **6. Payment of the Claim**

Payment of indemnity resulting from the death of the insured person will be made to the estate of the deceased insured person.

In the event we agree to assist the Insured Person with rehabilitation benefits they will be made payable directly to the provider of the rehabilitation service or rehabilitation aids.

Unless otherwise specified in a particular coverage section, all other indemnities shall be payable to the Insured Person.

## **Code of Practice**

### **Enquiries, Confirmation Facility and Complaints**

To ensure AFA handles any complaint received in a fair, transparent and timely manner, the following procedure will be followed when a complaint is received by AFA relating to the business it underwrites on behalf of certain underwriters at Lloyd's and AFA's Binder agreement.

If You or the Insured Person has a problem about anything to do with this insurance which You or the Insured Person feel We have not resolved to Your or the Insured Person's satisfaction, please contact Us on (02) 9259 8222 or phone 1300 728 997. The Complaints Manager will attend to the complaint within 10 working days and if significant, must report the breach to Lloyd's Australia within 5 business days, who will then report it to Financial Ombudsman Service (FOS) within a total of 10 business days.

If AFA is not able to respond within 10 business days, We will agree an alternative timeframe with the customer. If an alternative timeframe cannot be agreed, AFA will treat the complaint as a dispute and make the customer aware of the Dispute Resolution Process. The customer will be kept informed of our progress every 10 working days.

If You or the Insured Person are not satisfied with the response, you may contact Lloyd's Underwriters' General Representative in Australia, located at Suite 2, Level 21, Angel Place, Sydney NSW 2000, telephone number (02) 9223 1433 who will attend to your dispute within 15 working days.

If You or the Insured Person are still not satisfied after Lloyd's has considered the matter and the problem or complaint relates to a policy covered by the insurance industry's independent review body, Financial Ombudsman Service Limited (FOS) Scheme, then You or the Insured Person may refer the complaint to FOS within three calendar months of receiving Lloyd's final decision. This is a free service established to resolve disputes between customers and insurers.

You or the Insured Person may contact FOS at PO Box 3, Melbourne Victoria 3001, or phone 1300 780 808 or fax (03) 9613 6399. Their web site is <http://www.fos.org.au>

Please note that this organization is independent from Us. It will not accept a complaint unless You or the Insured Person has first tried to resolve the problem with Us. Please let Us know if You or the Insured Person would like to be sent a brochure containing more information about the Code.

If the complaint is not covered by the FOS scheme, we will advise of other options for resolution.

Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the code is to raise standards and service in the general insurance industry. If You or the Insured Person require further information on the code, please contact Us.

## **Cancelling Your policy**

You may cancel Your policy at any time by notifying Us in writing. If You cancel We will refund the premium for Your policy less any amount which covers the period for which You were insured. We will not refund Your premium if We have paid any claim made by You prior to receipt of Your written cancellation.

We may cancel this policy by giving three working days notice in writing to You at Your address on our file upon breach by You of any of its conditions, including a condition relating to the payment of premium, or for any other reason available to Us at law.

Upon cancellation of the policy by Us, We will refund the premium for the unexpired period of insurance.

## **Taxation**

AFA shows all taxes and charges as separate items on all schedules, for example stamp duty and **Goods and services tax (GST)** at the rate set by government from time to time. If required by law we may adjust Your premium to reflect this change. **Stamp Duty** is imposed on Your policy at the rate set by government from time to time. The amount varies depending on Your state of residence. We may adjust Your premium to reflect this change.

## **AFA's Privacy Policy**

We are committed to complying with the principles of the Privacy Act 1998 (Cth) concerning the collection, use and management of personal information about individuals.

We will collect and use the personal information to arrange your cover and administer and manage Your and Our rights and obligations in relation to it.

We disclose personal information to third parties who we believe are necessary to allow us to do the above. For example:

- (a) to our relevant staff and contractors involved in delivering our services;
- (b) if an agent or broker collects this form from you, to that agent or broker;
- (c) your employer (in connection to a claim);
- (d) to reinsurers or reinsurance brokers (which may include reinsurers located outside Australia);
- (e) facilitators such as legal firms, accountants, actuaries, loss adjustors and claims investigators;
- (f) to insurance reference bureaus or credit reference bureaus;
- (g) to our agents such as doctors and other medical service providers engaged by us; and
- (h) we may be required to provide your personal information to others for purposes of public safety and or to enforce our rights of subrogation.

We limit the use and disclosure of any personal information provided by us to them to the specific purposes we supplied it.

If you would like a copy of our Privacy Policy, wish to opt-out of receiving marketing material we send or wish to seek access to or correct the personal information we have collected or disclosed about you then please contact Us (See Enquiries/Contact Details at [www.afainsurance.com](http://www.afainsurance.com)).

When you give us personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us and the types of third parties we may provide it to, the relevant purposes we and the third parties will use it for, and how they can access it. If it is sensitive information

we rely on you to obtain their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

### **What makes up Your insurance contract**

When we accept Your application, or Your existing policy is renewed or amended, Your insurance contract is made up of the following documents.

- The policy wording in the section of this document; and
- Your current Schedule, Schedule of Sums Insured, Policy Wording and Endorsements.

### **You cannot give Your rights away**

You cannot give anyone else an interest in this policy without our written consent.

### **The law that applies to this policy**

Any disputes arising from this policy will be determined by the courts, and in accordance with the laws, of the state or territory of Australia where this policy is issued.

### **Important Information**

Any advice in this PDS has been prepared without taking account of Your objectives, financial situation or insurance requirements. Therefore, before acting on any advice in this PDS, You should consider whether it is appropriate to Your objectives, financial situation and needs.

### **Updating our Product Disclosure Statement**

We may update the information contained in our PDS when necessary. A paper copy of any updated information is available to you at no cost by calling us. We will issue you with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance.

# VOLUNTARY ACCIDENT POLICY WORDING

## Our Agreement with You

This policy is a legal contract between You and Us. You pay Us the premium, and We insure You against loss as set out in this policy, in respect of Injury occurring first manifesting itself during the period of insurance shown on Your certificate or any renewal period.

Your policy commences at 4pm on the commencement date shown on Your Certificate and expires at 4pm on that date the following year.

## Definitions

The words below have a special meaning for the purposes of this policy.

**Accident only cover** where this is shown in the Certificate You will not be entitled to benefits resulting from Sickness.

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

**Aggregate Limit of Liability** means the maximum amount We will pay for any one event involving more than one Insured Person. The aggregate limit of liability is shown in the Certificate. If this amount is not enough to pay all claims in full, then we will reduce each Insured Person's benefit proportionally.

**Certificate** means the policy schedule, policy certificate, endorsement certificate or any renewal certificate.

## Earnings

1. If You are self employed or a working director:

Your gross Annual income from Your personal exertion after allowing for costs and expenses incurred in deriving that income for the twelve months prior to Injury, (or any shorter period that You have been engaged in Your occupation) divided by 52.

2. If You are an employee:

Your Weekly pre-tax pay exclusive of overtime payments, bonuses, commission or allowances averaged over the twelve months prior to Injury, (or over any shorter period that You have been continuously employed).

**Injury** means Bodily injury (including death) resulting from an Accident which is not a Sickness and 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 an Injury which are ordinarily described as being a disease;
- (b) an aggravation of a pre-existing Injury;
- (c) any other pre-existing condition;
- (d) any degenerative condition.

**Occupation** means Your Usual occupation, business, trade or profession shown in Your Application for Insurance.

**Paraplegia** means Permanent total paralysis of both legs.

**Partial Disability** means that You can perform one or more of the duties of Your Occupation necessary to produce income and You experience a reduction in income due to Your continuing injury as confirmed by a medical practitioner.

**Permanent** means continuing for twelve consecutive months and at expiry of that period being beyond hope of improvement.

**Physical Severance** occurs to a hand or foot at or above the wrist or ankle, to an arm or leg at or above the elbow or knee and to a finger or toe at or above the third joint from its extremity.

**Total Disability** means disablement resulting from an Injury that entirely prevents you from engaging in your usual occupation, profession or business or from such occupation, profession or business which You are qualified to perform based on Your education, training or experience.

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

**Treatment** includes the period for which a course of medication was prescribed by a registered medical practitioner or health professional, whether the Insured Person complied with this advice or not.

**Quadriplegia** means Permanent total paralysis of both legs and both arms.

**Voluntary Work** means unpaid voluntary work performed on behalf of you and includes necessary direct travel to and from and during such voluntary work.

**We/Our/Us** means AFA PTY LTD ABN 83 067 084 333 acting on behalf of certain underwriters at Lloyd's.

**You/Your** means

- (i) The insured person named in the Certificate. All benefits will be paid to this person except for the death benefit which will be paid to their legal personal representative.
- (j) If the person who applied for this insurance and paid the premium
  - (i) is someone other than the insured person and
  - (ii) is shown in the Certificate as the insured

all benefits will be paid to the insured and for the purpose of making a claim, paying a premium and receiving benefits, You/Your will also refer to the insured.

## Part 1 – Weekly Benefits

### TOTAL DISABILITY FOR INCOME EARNERS

We will pay You a Total Disability Weekly Benefit in accordance with the amount shown in the Certificate, if, because of Injury **during Voluntary Work** You are entirely prevented from working in Your Occupation within twelve months of the Injury, We will pay You the Earnings that You have lost or the Weekly benefit shown in the Certificate, whichever is the lesser, to the maximum period shown in the Certificate as the benefit period.

**But We will not pay any Weekly Benefit:**

- (i) for the first period that You cannot work which is shown in the Certificate as the excluded period of claim.
- (ii) in respect of any Injury if, whilst You are receiving Weekly Benefits, You commence any paid occupation.
- (iii) for more than one Injury at any one time.
- (iv) which is more than the percentage of the amount of Your Earnings specified in the schedule for that period.
- (v) successive period of disablement resulting from the same injury will be considered as one period of disablement.

**Note: You may be required to substantiate the amount of Your Earnings.**

### PARTIAL DISABILITY FOR INCOME EARNERS

This benefit is payable following Total Disability as defined for Income Earners only.

We will pay You a Partial Disability Weekly Benefit calculated at the difference between the Insured Person's pre-disability salary and current salary derived from their reduced employment capacity, whether employment is offered and performed or not if:

- (a) You have been totally disabled because of an Injury (not by sickness) and paid Weekly Benefits for that disablement under this policy; and
- (b) You cease to be totally disabled but remain partially disabled, meaning You are able to do some work in Your Occupation but cannot perform most of Your duties.

To qualify for this continuing Weekly Benefit Your partial disablement must arise solely and as a direct result from the same accidental Injury as the total disablement which preceded it and for which You received a Weekly Benefit under this policy.

If an Employer does not offer partial duties to the Insured Person, no Partial Disability Weekly Benefit is payable, nor is any Total Disability Benefit payable.

The maximum period We will pay a Total and/or Partial Disability Benefit is up to the maximum period shown in the Certificate as the Benefit Period.

## **Part 2 – Capital Benefits**

### **Accidental Death**

In the event of Your Accidental Death We will pay Your estate the Accident Death Benefit set out in the Capital Benefits list. If the Accidental Death Benefit is payable because of a Disappearance the payment will be made only if the legal representatives of Your estate provide Us with a signed undertaking to repay these amounts if it is later found that You did not die or that You did not die of an injury.

### **Capital Benefits**

If Injury results in any of the conditions listed on page 8 'Capital Benefits list' within twelve months of the date of Injury, We will pay the amount shown as a percentage of the Capital Benefit shown in the Certificate.

Please note:

1. The Benefit payable in the case of death will be reduced by any Capital Benefit paid for the same injury.
2. If You suffer more than one Injury or both Injury and Death as a result of the same accident, We will pay You the highest Capital Benefit that You qualify to receive for any one of the Injuries (or Death if You die as a result of the accident) but not both.
3. We will not pay any Capital Benefit for more than one condition at any one time.
4. You can only claim one Capital Benefit for any one condition.
5. The maximum amount we will pay for any one event involving more than one Insured Person is the aggregate limit of liability shown in the Certificate. If this amount is not enough to pay all claims in full, then we will reduce each Insured Person's benefit proportionately.

## CAPITAL BENEFITS LIST

The Capital Benefit amount in the third column is shown as a percentage of the Capital Benefit amount set out in the Certificate.

NO.	DEATH OR TYPE OF INJURY	
1.	Death	100%
2.	Paraplegia	100%
3.	Quadriplegia	100%
4.	Permanent total loss of sight of one or both eyes	100%
5.	Permanent total loss of the Use of one or more limbs	100%
6.	Permanent insanity	100%
7.	Permanent total loss of hearing in both ears	75%
8.	Permanent total loss of hearing in one ear	15%
9.	Permanent total loss of the lens of one eye	50%
10.	Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the external body	50%
11.	Permanent total loss of four fingers and the thumb of either hand	70%
12.	Permanent total loss of the Use of four fingers of either hand	40%
13.	Permanent total loss of the use of one thumb of either hand:	
	(a) both joints	30%
	(b) one joint	15%
14.	Permanent total loss of the Use of each finger of either hand:	
	(a) three joints	10%
	(b) two joints	7%
	(c) one joint	5%
15.	Permanent total loss of the Use of toes of either foot:	
	(a) all – one foot	15%
	(b) great – both joints	5%
	(c) great – one joint	3%
	(d) other than great each toe	1%
16.	Fractured leg or patella (knee cap) with established nonunion (meaning the bones fail to join properly)	10%
17.	Shortening of leg by at least 5 cm	7%

## Disappearance

If an Insured Person is travelling on a conveyance and

- their means of transportation disappears, sinks or is wrecked and
- their body has not been found within one year we will presume that they have died as a result of injury and will pay the death benefit accordingly.

If we have paid a disappearance capital benefit we will not pay for any other capital benefits as well.

If the Insured Person is later found to be alive then the amount we have paid is to be refunded.

## Part 3 – Injury Assistance Benefits for Non Income Earners

We will pay an Injury assistance benefit in accordance with the compensation table shown below in respect of an Insured Person who is a non income earner if the payable condition shown occurs during the period of insurance and is as a result of Injury during voluntary work.

### TOTAL DISABLEMENT FOR NON INCOME EARNERS

Means you are wholly and continually prevented from attending or, prevented from being unable to perform at least two of the activities of daily living (see definition below) without assistance from someone else and acting in accordance with the instructions of professional advice of a qualified medical practitioner other than Yourself. We will not pay for loss of independent living caused directly by alcohol or drug abuse.

### Activities of Daily Living

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

We will not pay:

Any injury assistance claim arising directly or indirectly out of any exclusion listed in Part 8 of this policy.

<b>INJURY RESULTING IN: PAYABLE CONDITION</b>	<b>WHAT WE WILL PAY COMPENSATION</b>
Total Disablement for Non Income Earners	The percentage, up to the maximum weekly amount as shown in the Schedule in respect of: <ul style="list-style-type: none"><li>• non medical related expenses incurred for home help as shown in the Certificate.</li><li>• Traveling expenses necessary to travel directly to hospital or medical appointments.</li><li>• Home cleaning, child minding, cooking</li></ul>

**Please note such expenses are only payable upon receipts furnished by the Insured.**

assistance and other necessary non medical related expenses incurred for domestic home help (services that must be recognised by a home help agency/professional carer)

- Hire of medical aids determined as necessary expenses from Medicare or a private health fund if a member.
- home tutorial by a qualified tutor

The maximum period We will pay for is the maximum period shown in the Certificate as the Benefit Period.

We will not pay for the first period of disability which is shown in the Certificate as the excluded period.

## Part 4 – Non- Medicare Medical Expenses

We will pay a non-medicare expense benefit in accordance with the Compensation table shown below, in respect of an Insured Person if the payable condition shown occurs during the period of insurance and are a result of injury during voluntary work.

### We will not pay:

Any non-medicare medical expense claim arising directly or indirectly out of any exclusion listed in Part 8 of the policy.

INJURY RESULTING IN: PAYABLE CONDITION	WHAT WE WILL PAY COMPENSATION
Medical Expenses	<ul style="list-style-type: none"> <li>• 75% of medical expenses incurred up to the maximum amount specified in the schedule, less the excess shown in the certificate.</li> </ul>

**MEDICAL EXPENSES** means expenses incurred within twelve (12) months of You sustaining Injury that are not subject to any full or partial rebate from Medicare and/or not recoverable by You from any other source for treatment certified necessary by a legally qualified and registered medical practitioner to a Private Hospital, physiotherapist, nurse or similar provider of medical services including the cost of medical supplies but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth, excluding dentures, and is caused by Injury.

Medical expenses does not include any or part of any expenses for which a Medicare benefit is paid or is payable including the balance of monies due or payable by You after deduction of any Medicare benefit or rebate from the actual expenses incurred (commonly known as the "Medicare Gap").

Provided that We shall not be liable to make any refund in respect of:

- (i) any expense recoverable by You from any other source except for the excess of the amount recoverable from such source;
- (ii) any expenses to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations that may apply thereunder or thereafter;

## **Part 5 - Home and Car Modification**

Where a capital benefit is payable under condition 2 to 5 inclusive we will also pay for the cost necessarily incurred by you and agreed by us in modifying Your motor vehicle or home or in relocation You to a suitable home, up to a maximum sum in all of \$5,000

## **Part 6 – Ambulance Costs**

In the event of an Injury as defined we will also pay for costs incurred for necessary ambulance costs, up to a maximum sum of \$5,000. We will only cover Ambulance Costs not otherwise recoverable by any other source except for the excess of the amount recoverable from such source or any expense to which any expenses to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations that may apply there under or thereafter;

## **Part 7 – Funeral Expenses**

In the event an Insured Person suffers Death through Injury (Event 1) We will pay a re-imbusement of Funeral Expenses up to \$5,000 in addition to any other Compensation payable under this policy.

## **Part 8 – Exclusions**

This Policy does not cover claims arising directly or indirectly from:

1. Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, or 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;
  - (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) Release of weapons of mass destruction that do not involve an explosive sequence,
  - (o) Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a foreign state to the nationality of the insured person whether war be declared with that State or not,
  - (p) Terrorist activity.

For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or groups(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).

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.

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 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 synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (a) to (o) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

2. Illness
3. Expenses incurred for which a medicare benefit is payable.
4. driving a motor vehicle whilst having a percentage of alcohol in Your breath or blood in excess of that permitted by law;
5. professional sporting activities, which includes participation in, or training for, any such activity;
6. engaging in Air Travel except as a passenger in a properly licenced multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern;
7. suicide or attempted suicide or intentional self-injury;
8. driving or riding on motor cycles or motor scooters other than as a means of transport to and/or from your normal place of business;
9. the use, existence or escape of nuclear weapons material or ionising radiation, or contamination by radioactivity from any nuclear fuel or other nuclear substance;
10. deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs (other than drugs prescribed by a registered medical practitioner and taken in accordance with the registered medical practitioner's instructions);
11. childbirth or pregnancy;
12. venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or AIDS relate Complex (ARC) howsoever this syndrome has been acquired or may be named;
13. neurosis, psychoneurosis, psychosis; mental, emotional, depression stress or anxiety condition, disease or disorder.
14. any pre-existing Injury of which You were aware or for which You have received Treatment, have been prescribed medication or have consulted a medical practitioner or other health professional prior to the commencement date of cover.
15. Occupational Disease, any abnormal condition, however it may be named, that fulfils both of the following conditions:-
  - (a) it is not traceable to an Accident occurring over a period of twenty four (24) hours or less during the course and scope of employment;

- (b) it has been caused by exposure to a disease producing agent or agents present in the Insured Person's occupational environment.
16. The Insured Person is over 80 years of age.
17. (a) Loss or destruction of or any damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from 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.

## Part 9 – Claims

Notice must be given to Us as soon as reasonably practicable of any Accident which causes or may cause disablement of the Insured Person. Notice must be given to Us as soon as reasonably practicable in the event the death of the Insured Person resulting from an Accident.

If You or Your legal representative want to make a claim You or They must complete Our claim form and attach to it receipts for any expenses being claimed.

- (a) You must get proper medical advice from a qualified medical practitioner as soon as possible after sustaining Injury and provide Us, at your own expense with any medical and other certificates and evidence required by Us that is reasonably required to assess Your claim.
- (b) You must give Us details of any other insurance covering the same Injury.
- (c) You must undergo any medical examination We may reasonably require to assess the claim; and which We will arrange at our own expense.
- (d) You must continue to be a resident of Australia.
- (e) We must be furnished with such evidence as We require, including in respect of Your state of health, level of disability and medical history, otherwise no Benefits will be payable.
- (f) If you or the Insured Person act fraudulently we can reject the claim altogether and cancel this policy.
- (g) You and the Insured Person must give us written notice as soon as possible of every claim, writ, summons or proceedings, including any prosecution or inquest, and all information in regard to matters which may lead to cover under this policy.
- (h) As soon as an event that can justify a claim occurs, the Insured Person must make every endeavour to minimise the loss or damage.
- (i) In the event of a claim you must advise us of any other insurance you and the Insured Person have covering the same risk. If you or the Insured Person can claim from anyone else and we have already paid for the claim, you must render all reasonable assistance to us including but not limited to the proper lodgement of a claim in order that we may obtain a rateable recovery from any other Insurer.
- (j) We have the sole right to make admissions. We may refuse to protect the Insured Person if you or the Insured Person admits fault, makes any offer of payment or defends a claim in court without our consent.
- (k) We will be entitled to conduct in your name or the Insured Person's name the defence or settlement of any claim or to prosecute in your or the Insured Person's name.
- (l) We will pay benefits to you or to the Insured Person unless you instruct us to do otherwise.

## Part 10 – General Provisions

### Aggregate Limit of Liability

- (a) Except as stated below, Our total liability for all claims arising under this Policy during any one Period of Insurance shall not exceed the amount set out in the Schedule for Aggregate Limit of Liability (A).

- (b) Our total liability for all claims arising under this Policy during any one Period of Insurance relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed flying schedules over specific air routes, to and from fixed terminals, shall not exceed the amount set out in the Schedule for Aggregate Limit of Liability (B).

In the event that claims are made under this Policy which exceed the above aggregate limits of liability, We shall reduce the payments made with respect to each Insured Person in such manner as We may determine, but having regard to the amount of the Aggregate Limit of Liability, remaining at the time that it is reasonable that We become aware that the Aggregate Limit of Liability may be exceeded and having regard also to such circumstances of which We are reasonably aware, with respect to the amounts otherwise payable to Insured Persons under this Policy. 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.

### **Injury**

We will reduce Our payment by any Weekly Benefits You are entitled to receive, and where allowed by law will reclaim any Weekly Benefit paid under another insurance policy, or any other income which forms part of a past economic loss award, any salary, wage or other payment including sick leave receivable from any Employer or Principal and/or under any statutory workers compensation or transport accident scheme, or private health insurance.

If You are entitled to both a Weekly Benefit and a Capital Benefit (other than for Death) for the same Injury, We will pay You whichever Benefit We decide is the higher, but not both. To work out which Benefit is higher;-

We compare:

(m) the value of the Capital Benefit, with

(n) the amount of the following:

Weekly Benefit times the lesser of:

The period that You are likely to be Totally Disabled by the Injury; and the Maximum Benefit Period set out in the Certificate.

If We decide to pay You the Capital Benefit:

(a) We will stop paying You the Weekly Benefit;

(b) We will not deduct from the Capital Benefit any amount We have paid You as the Weekly Benefit.

You cannot ask Us to delay paying You a Capital Benefit because You want to continue to receive Weekly Benefits. We will pay a Capital Benefit as soon as We believe You qualify to receive it.

If We decide to keep paying the Weekly Benefit We will not pay the Capital Benefit.

If We are paying You a Weekly Benefit and You die from the same Injury We stop paying the Weekly Benefit and only pay the Capital Benefit.

### **Subrogation**

In the event of any payment under this Policy, We shall be subrogated to all rights of You and the Insured Person to recovery against any person or entity and You and the Insured Person execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. Neither You nor the Insured Person shall take action after any loss which will prejudice our rights to subrogation.

### **Other Insurance**

In the event of a claim You must advise Us as to any other insurance You may have covering the same risk.

### **Breach of Provisions**

If You are in breach of any of the provisions of this Policy, We may decline to pay a claim.

### **Expiry of Your Policy**

Your Policy expires at 4pm on the date shown on your Certificate.

## **Renewal Terms**

We will write to You at least 14 days before Your Policy expires to confirm the date and time Your Policy expires. When We write to You We may offer a new policy on the same terms or on different terms or We may refuse to renew the policy. We will offer You a new policy by sending a renewal notice to You identifying the new premium and any other changes to the terms of this policy. You accept by paying the new premium or giving Us notice of acceptance.

## **Who can cancel this Policy**

- (a) You may cancel Your policy at any time by notifying Us in writing. The cancellation will take effect from the date of Your written cancellation or at 12.01am Australian Eastern Standard Time on the date We receive Your written cancellation, whichever is the earlier. If You cancel We will refund the premium for Your policy less any amount which covers the period for which You were insured. We will not refund Your premium if We have paid any claim made by You prior to receipt of Your written cancellation.
- (b) We may cancel this policy by giving three working days notice in writing to You at Your address on our file upon breach by You of any of its conditions, including a condition relating to the payment of premium, or for any other reason available to Us at law.

Upon cancellation of the policy by Us, We will refund the premium for the unexpired period of insurance.

## **Alterations to this Policy**

Alterations to the terms, clauses and/or conditions of this policy are not valid unless agreed by Us in writing.

## **Condition**

If the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

## **When We pay the Weekly Benefit**

We pay the Weekly Benefit fortnightly in arrears following the end of each fortnight calculated at 1/7th of the Weekly Benefit for each day that You are entitled to receive it in that fortnight.

## **Service of Suit Clause**

The Underwriters hereon agree that: -

- (i) In the event of a dispute arising under this Policy, Underwriters at your request will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- (ii) Any summons notice or process to be served upon the Underwriters may be served upon

Lloyd's General Representative in Australia  
Lloyd's Australia Limited  
Suite 2, Level 21  
123 Pitt Street  
Sydney NSW 2000  
Australia

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at your request to give a written undertaking to you that he will enter an appearance on Underwriters' behalf.

- (iii) If a suit is instituted against any one of the Underwriters al Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

**Headings**

Headings have been included for ease of reference and it is understood and agreed that the Terms and Conditions of this Policy are not to be construed or interpreted by reference to such headings.