

## **WAGEguard™**

*Income protection insurance  
for plumbing trades*

# **Product Disclosure Statement**

**WORKPLACE TRAUMA & INJURY,  
WORKCOVER/TAC TOP-UP & SICKNESS COVER**



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## WAGEGUARD WORKPLACE TRAUMA & INJURY, WORKCOVER/TAC TOP-UP & SICKNESS COVER

# Part A: About this insurance



This insurance is part of the WAGEguard Leisure Time Injury and WAGEguard Workplace Trauma & Injury, WorkCover/TAC Top-Up & Sickness Insurance Scheme that is available for the plumbing industry and associated trades. WAGEguard insurance products have proudly been developed for the plumbing industry and associate trades, with the support of the Plumbing Trades Employee Union of Australia (PTEU) and the Master Plumbers and Mechanical Services Association of Australia (MPMSAA).

This is a joint alliance with a shared vision for an industry income protection policy, offering insurance for employers, employees and their families.

Product Disclosure Statement Date of Issue 1 July 2014.

### 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.

### ABOUT AFA

AFA Pty Ltd (ABN 83 067 084 333 and AFS Licence No. 247122) is an Underwriting Agency, specialising in the design and marketing of Accident & Health 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.

AFA acts on behalf of the insurer in relation to this insurance not you.

### ABOUT MARSH

Marsh Pty Ltd (ABN 86 004 651 512 and AFS Licence No. 238983) is the world leader in delivering risk and insurance services and solutions to clients. Our mission is to create and deliver risk solutions and services that make its clients more successful. Marsh provides global risk management, risk consulting, insurance broking, financial solutions and insurance program management services for businesses, public entities, associations, professional services organisations, and private clients.

Marsh is an operating unit of Marsh & McLennan companies (MMC), a global professional-services firm with 63,000 employees and annual revenues exceeding US\$11 billion.

Marsh acts on behalf of the Insured and not AFA or the insurer.

### Contact Details

#### 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)

#### The Insurer

Allianz Australia Limited  
GPO Box 4049  
Sydney NSW 2001  
Telephone 131000  
[www.allianz.com.au](http://www.allianz.com.au)

## 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.

## UPDATING THIS PDS

All information in this PDS is current at the time of issue. We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is something that would not 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 calling Us).

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

## ABOUT THIS PRODUCT

### 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 About this Product section.

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

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

Where the Policy covers Insured persons other than the Insured, the Insured does not act as Our agent, acts independently from Us in entering into this Insurance to provide cover to Insured Persons, does not hold an Australian Financial Services Licence and is not authorised to provide any recommendations or opinions about the insurance or other financial service to an Insured Person. The Insured and Insured Persons should contact AFA if they have any queries.

### What You should read

To determine if this insurance is right for You, it is important that You read:

- About this Workplace Trauma & Injury, Workcover/ TAC Top-Up & Sickness Insurance section which contains important information that You need to be aware of;
- Sections 1-6 the Your Cover Sections, which set out the cover available under this insurance;
- Section 7 - General Conditions, which sets out the terms and conditions that apply to this whole Policy such as how the Insured and We can cancel the Policy;

- Section 8 - Exclusions, which sets out what We do not cover under any of the Cover Sections;
- Section 9 - Claiming a Benefit Section, which tells you how to make a claim;
- Section 10 - the Glossary, which defines some of the important words which We use in the Policy; and
- any other document(s) We provide which We tell You will form part of the insurance contract, such as the Policy Certificate or an endorsement. These may change the standard cover in this document.

### Important matters

It is important to note that:

- We only provide cover up to the amount(s) and limit(s) and for the period(s) of time specified in the Policy, including the Policy Certificate and subject to its other terms, conditions and exclusions.
- all amounts insured exclude GST.
- in the event of a claim, no payment will be made for Total Disablement or Partial Disablement until the Waiting Period has expired. No amount is payable for or during the Waiting Period.
- a weekly benefit is only payable under this insurance while the Insured Person is a legal resident of Australia who is physically residing in Australia.

### When does cover begin and end?

#### Cover begins

For the Insured, the Policy begins at 4pm on the Commencement Date shown on the Policy Certificate, subject to Our receipt of the first payment of applicable Insurance Contributions.

For Insured Persons, access to cover begins when the Insurance Contributions for the Insured Person has been paid or agreed to be paid and the Insured Person meets any eligibility criteria as set out on the Policy Certificate under the description of Insured Persons or any other document issued by Us. For example, the eligibility criteria may require a person to be an employee of the Insured or be named in the Policy Certificate.



### Cover ends

The Insured Person's access to cover ends on the earlier of the following:

- at the time that the Insured Person no longer meets the eligibility criteria;
- at the time that the Insured Person's Insurance Contributions are overdue;
- at the time the Insured requests that such Insured Person no longer be covered under the Policy as an Insured Person;
- at the time that the Insured Person asks Us in writing to terminate their access to insurance cover;
- 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 day that the Insured Person attains the age of 70;
- 4pm on the date shown on the Policy Certificate as the end of the Period of Insurance;
- the date the Policy is cancelled by the Insured or Us (see the "Cancellation Rights" section under Section 7 - General Conditions);
- 4:00pm EST of the 3rd (third) business day after the day on which We advise the Insured in writing that the Insured Person is no longer eligible for access or such later time as We may specify in the notice.

For the cancellation rights of the Insured and Us, see Section 7 - General Conditions.

### What do You pay?

The cover provided to each Insured Person under the Policy is subject to the payment or agreement to pay the Insurance Contributions for each Insured Person by the agreed time. The Insurance Contributions are a fixed amount for each Insured Person. When the Insured enters into the Policy with Us it has to pay an agreed amount for all Insured Persons who enter into the Policy in each calendar month based on a declaration made by it. If a contract of insurance is entered into with Us, the initial amount payable and amount applicable to each Insured Person under the Policy is shown on the Policy Certificate.

Subject to any Instalment Payment terms and conditions, the Insured must pay all Insurance Contributions to Us by the 30th day of each calendar month or within Marsh's credit terms advised by them.

### Your Duty of Disclosure (Applies to the Insured only)

Before you (the Insured) enter into a contract of insurance with Us, you have a duty under the *Insurance Contracts Act 1984* to disclose to Us every matter that you know, 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.

The Act imposes a different duty the first time you enter into a contract of insurance with Us, to that which applies when you renew, vary, extend or replace it.

#### Your Duty of Disclosure when you enter into a contract of insurance with Us for the first time

We will ask you various questions when you first apply that are relevant to Our decision whether to accept the risk of insurance and, if so, on what terms. When you answer those questions, you must:

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

### Your Duty of Disclosure when you renew, vary, extend, reinstate or replace a contract of insurance with Us

When you renew, extend, vary or reinstate a contract of insurance, your duty is to disclose to Us before the renewal, extension, variation or reinstatement, every matter that you know, 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 you do not need to tell Us

The duty however does not require disclosure of a 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;
- as to which compliance with the Insured's duty is waived by Us.

### Who does the Duty of Disclosure apply to?

The duty of disclosure applies to every Insured under the contract of insurance and it is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the Policy.

### What happens if the Insured(s) do not comply with the Duty of Disclosure?

If any Insured, fails to comply with the duty of disclosure, We may be entitled to reduce Our liability under the contract of insurance in respect of a claim and/or cancel it. If the non-disclosure is fraudulent, We may be able to treat the contract of insurance as if it was never effected.

### Cooling off period

If the Insured buys this Workplace Injury, Leisure Time Sickness & Extras Cover Insurance We will issue the Insured with a Policy Certificate. The Policy Certificate will show the Period of Insurance for which the Insured is covered and the date it was issued. The Insured has a 14 day cooling off period (beginning on the earlier of 5 business days after the Insured received confirmation of cover and the date the Policy is issued to them) to decide whether to return the Policy, unless a claim by the Insured or an Insured Person has been or can be made. The Insured must return the Policy Certificate to Us within the cooling off period to exercise this right. We will cancel the Policy and give the Insured a full refund of premium, less taxes or charges and reasonable administrative expenses We are unable to recover.

After the expiry of the Cooling Off Period, the Insured still has cancellation rights which are set out in Section 7 – General Conditions.

### Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

Allianz has adopted and endorses the Code. If You require further information on the Code please contact Us.

### If You have a complaint or query

Underwriters at Allianz proudly support the General Insurance Code of Practice.

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 working days.

If you are not satisfied with the response, you may contact Allianz Australia Limited, GPO Box 4049, Sydney NSW 2001, telephone number 131000 who will attend to your complaint within 15 working days

If You are still not satisfied, then if 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 may refer the complaint to the FOS. This is a free service established to resolve disputes between customers and insurers.

You may contact FOS at PO Box 561 Collins Street West, Post Office, Melbourne Victoria 8007, or phone 1300 780 808 or fax (03) 9621 2060. Their website is [www.fos.org.au](http://www.fos.org.au)

Please note that this organisation is independent from Us. It will not accept a complaint unless You have first tried to resolve the problem with Us. Please let Us know if You 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.

### Interest on application money received with the Insured's application

Any monies paid by the Insured when applying to enter into the Policy are held in a trust account pending acceptance of the application by Us. Any interest that may be earned on that money is retained by Us or Marsh. This is so even if the money is subsequently returned to the Insured in the event that the Policy is cancelled or returned.

### Confirmation of transactions

The Insured may contact Us in writing or by phone to confirm any transaction under its insurance if they or their adviser do not already have the required Policy confirmation details.

### 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.

## DIRECT DEBIT REQUEST SERVICE AGREEMENT (APPLIES TO THE INSURED ONLY)

This Direct Debit Request Service Agreement is issued by AFA Pty Ltd (User ID 056037). Together with the Direct Debit Request, it contains the terms and conditions on which the Insured authorises AFA to debit money from its account.

### Our commitment to you

AFA will give you (the Insured) at least 14 days notice in writing if there are changes to the terms of the debit arrangements.

Except where necessary to debit your account, AFA will not disclose any details of your Direct Debit Request to any person or corporation unless required to do so by law or the information is required in relation to a disputed debit.

Where a direct debit falls due on a weekend or a public holiday AFA will process it on the next business day. If you are uncertain as to when a direct debit will be processed to your account, you should ask your financial institution.

### Your commitment to Us

It is your responsibility to:

- Ensure your nominated account can accept direct debits.
- Ensure that sufficient cleared funds are available in the nominated account to meet each direct debit on its due date.

- Advise Us in writing if the nominated account is transferred or closed, or the account details change.
- Arrange an alternate payment method acceptable to AFA if the debit arrangement is cancelled or the nominated account is transferred or closed.
- Ensure that all account holders on the nominated account sign the Direct Debit Request.

## Your rights

You may defer or alter your direct debit arrangements, stop a debit or cancel your Direct Debit Request at any time by providing at least ten business days notice in writing to Us at AFA Pty Ltd PO Box R1852 Royal Exchange NSW 1225. All requests for stops or cancellations may be directed to Us or to your financial institution.

If you wish to dispute a direct debit transaction, you should first contact AFA Customer Service on (02) 9259 8222, who will arrange for your complaint to be investigated and a correction made where appropriate. If you are not satisfied with the response, please write to Us. Your letter should be marked "Notice of Complaint" and addressed to: AFA Pty Ltd PO Box R1852 Royal Exchange NSW 1225. AFA has formal procedures for dealing with complaints and will respond within 7 days of receiving your letter. You may also contact your financial institution with any claim.

## Other information

If a debit is dishonoured by your financial institution, AFA reserves the right to cancel your debit arrangement and arrange an alternative payment method with you. We may charge you a fee and your financial institution may also charge you a fee.

You should be aware that direct debit transactions may not be available on all accounts. It is your responsibility to check your account details against a recent statement from your financial institution. If you are uncertain, you should check with your financial institution before completing the Direct Debit Request.

You should direct all enquiries about your direct debit to AFA Customer Service on 02 9259 8222.

## GENERAL INSURANCE CODE OF PRACTICE

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

We keenly support the standards set out in the Code.

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

## COMPLAINTS

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

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

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

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

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

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

## FINANCIAL CLAIMS SCHEME

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

## 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: Your cover



### SECTION 1 – WEEKLY BENEFIT – SICKNESS COVER

Subject to the terms and conditions of this Policy, if an Insured Person suffers a Sickness that first occurs or manifests itself during both the Period of Insurance and the Scope of Cover, and this Sickness:

- directly results in the Insured Person being Totally or Partially Disabled within twelve (12) calendar months of the occurrence or manifestation of the Sickness for a continuous period that is longer than the Waiting Period;
- does not first manifest itself or occur on a Journey; and
- Does not give rise to any entitlement under any statutory workers compensation arrangement;

We will pay the Insured Person a weekly benefit, being the lesser of the:

- Weekly Sickness Benefit specified in the Policy Certificate; and
- the percentage of the Insured Person's Pre Disability Earnings as specified in the Policy Certificate,

for the period starting from the date the Insured Person first suffers the Total or Partial Disablement up to the Maximum Benefit Period shown on the Policy Certificate for this Weekly benefits Sickness Cover less any income that the Insured Person derives or in Our opinion is able to derive from any gainful occupation.

No payment is made for or during the Waiting Period.

For Insured Persons who are not also the Insured, the payment of weekly benefits will not commence until the Insured Person has used any available sick leave available from the Insured as the Insured Person's current employer and all other sick leave available to the Insured Person.

The Insured Person will not be considered to be Totally or Partially Disabled and the Waiting Period will not commence, until they consult a Medical Practitioner for the claimed disability.

### SECTION 2 – WEEKLY BENEFIT – INJURY COVER

If an Insured Person suffers an Injury during both the Period of Insurance and the Scope of Cover, and this Injury:

- solely and independently results in the Insured Person being Totally or Partially Disabled within twelve (12) calendar months of the occurrence of the Injury for a continuous period that is longer than the Waiting Period;
- does not occur during a Journey; and
- does not give rise to any entitlement to compensation under any statutory transport accident scheme or statutory workers compensation arrangement,

We will pay the Insured Person a weekly benefit being the lesser of the:

- Weekly Injury Benefit specified in the Policy Certificate; and
- the percentage of the Insured Person's Pre Disability Earnings as specified in the Policy Certificate,

for the period starting from the date the Insured Person first suffers the Total or Partial Disablement up to the Maximum Benefit Period shown on the Policy Certificate for this Weekly Benefit – Injury Cover less any income that the Insured Person derives or in Our opinion is able to derive from any gainful occupation.

No payment is made for or during the Waiting Period.

The Insured Person will not be considered to have suffered Total or Partial Disablement before they consult a Medical Practitioner for the claimed disability.

### SECTION 3 – WEEKLY BENEFIT – WORKERS COMPENSATION TOP UP – INJURY

If an Insured Person suffers an Injury during both the Period of Insurance and the Scope of Cover, and this Injury:

- solely and independently results in the Insured Person being Totally or Partially Disabled within twelve (12) calendar months of the occurrence of the Injury; and
- gives rise to an entitlement to weekly statutory workers compensation benefits for Total or Partial Disablement,

We will pay the Insured Person a weekly benefit of the difference between the Insured Person's Pre Disability Earnings and the weekly statutory workers compensation benefit received by the Insured Person up to the Maximum Weekly Workers Compensation Top Up Benefit shown in the Policy Certificate.

We will pay this weekly benefit for the period starting from the date the Insured Person suffers the Total or Partial Disability and is entitled to compensation from a weekly statutory workers compensation benefit and ending on the earlier of:

- the date when the Insured Person ceases receiving statutory workers compensation benefits; and
- the Maximum Benefit Period shown on the Policy Certificate for this Section 3,

less any income that the Insured Person derives or in Our opinion is able to derive from any gainful occupation.

No payment is made for or during the Waiting Period.

We will not pay any weekly benefit to Insured Persons if the Insured Person's Injury occurs during a Journey.

The Insured Person will not be considered to have suffered a Total or Partial Disablement before they consult a Medical Practitioner for the claimed disability.

### SECTION 4 – TAC TOP UP – INJURY COVER

If an Insured Person suffers an Injury during both the Period of Insurance and the Scope of Cover and this Injury:

- occurs during a Journey;
- solely and independently results in the Insured person becoming Totally or Partially Disabled within twelve (12) calendar months of the date of the Injury; and
- gives rise to an entitlement to any transport or accident statutory compensation benefits for Total or Partial Disablement.

We will pay the Insured Person a weekly benefit of the difference between the Insured Person's Pre Disability Earnings and the weekly transport or accident statutory compensation benefits received by the Insured Person up to the Maximum TAC Top Up Benefit shown in the Policy Certificate.

We will pay this weekly benefit for the period from the date the Insured Person suffers the Total or Partial Disability and is entitled to any transport or accident statutory compensation benefit up to the earlier of:

- the date when the Insured Person ceases receiving transport or accident statutory compensation benefits;
- the Maximum Benefit Period shown on the Policy Certificate,

less any:

- statutory workers compensation benefits received relating to the Total or Partial Disablement; and
- income that the Insured Person derives or in Our opinion is able to derive from any gainful occupation.

No payment is made for or during the Waiting Period.



## Table of Benefits

Condition	Compensation Insured Person	
	With Dependents	No Dependents
1. Death	\$400,000	\$200,000
2. Permanent Total Disablement	\$400,000	\$200,000
3. Permanent and incurable paralysis of all limbs	\$400,000	\$200,000
4. Third degree burns which cover more than 50% of the entire body	\$200,000	\$100,000
5. Permanent total loss of sight in one / both eyes	\$400,000	\$200,000
6. Permanent total loss of the hearing in both ears	\$250,000	\$150,000
7. Permanent total loss of lens of the one eye	\$100,000	\$50,000
8. Permanent total loss of the hearing in one ear	\$100,000	\$50,000
9. Permanent physical severance or permanent total loss of use of the following:		
9.1. Both hands	\$400,000	\$200,000
9.2 Both arms	\$400,000	\$200,000
9.3 Both feet	\$400,000	\$200,000
9.4 Both legs	\$400,000	\$200,000
9.5 One hand and one foot	\$400,000	\$200,000
9.6 One hand or one arm	\$200,000	\$100,000
9.7 One foot or one leg	\$200,000	\$100,000
9.8 Four fingers and one thumb	\$150,000	\$75,000
9.9 Both joints of one thumb	\$60,000	\$30,000
9.10 One joint of one thumb	\$30,000	\$15,000
9.11 Three joints of one finger	\$30,000	\$15,000
9.12 Two joints of one finger	\$20,000	\$10,000
9.13 One joint of one finger	\$10,000	\$5,000
9.14 All toes of one foot	\$30,000	\$15,000
9.15 Great toe - both joints	\$15,000	\$7,500
9.15 Great toe - one joint	\$10,000	\$5,000
9.16 Each toe other than great	\$10,000	\$5,000
10. Fractured leg or patella with established non-union	\$20,000	\$10,000
11. Third degree burn which covers between 20% and 49% of the entire body	\$100,000	\$50,000
12. Loss of at least 50% of all sound and natural teeth including capped or crown teeth - per tooth	\$2,500	\$1,500
Permanent total disablement (payable where no payment is made under items 1 to 12 and aligned to Accident Compensation Act 1985 Section - Compensation of Maims)	10% of a lump sum impairment benefit as paid by WorkCover to a maximum of \$50,000	5% of a lump sum impairment benefit as paid by WorkCover to a maximum of \$25,000

## SECTION 5 – WORKPLACE TRAUMA COVER

If an Insured Person suffers an Injury during both the Period of Insurance and the Scope of Cover, and this Injury:

- results solely and independently in either:
  - Condition 1 set out in the Table of Benefits within twelve (12) calendar months of the date of the Injury; or
  - Conditions 2 - 12 set out in the Table of Benefits within twenty four (24) calendar months of the date of the Injury; and
- gives rise to an entitlement to compensation under any statutory workers compensation arrangement,

We will pay the Insured Person the compensation specified for the Condition in the Table of Benefits (or such other amount specified as applying in the Policy Certificate) less the amount of any other capital benefit We have paid or are liable to pay in connection with the same Injury.

The amount we will pay will depend on whether the Insured Person has any Dependents at the date of the Injury that results in the Condition.

Other than with respect to Death, the Insured Person will not be considered to have suffered a Condition before they consult a Medical Practitioner for the claimed disability.

### Disappearance Benefit

If during the Period of Insurance and Scope of Cover, a conveyance on which the Insured Person is travelling, sinks or is wrecked and the Insured Person's body has not been found within 12 consecutive calendar months after the date of that disappearance, sinking or wrecking, We will presume that the Insured Person has died as a result of Injury at that time and the Death Benefit will be payable accordingly. Any payment for the Death Benefit as a result of this clause is subject to receipt of a signed undertaking by the Insured that any such compensation shall be refunded if it is later demonstrated that the Insured Person did not die as a result of an Injury.

## SECTION 6 – ADDITIONAL BENEFITS

The following additional benefits will only apply while the Insured Person is receiving weekly benefits under sections 1,2,3,4 of the Policy for a Sickness or Injury depending on the relevant Additional Benefit.

### Vocational training/retraining

If We agree that the Insured Person's Total or Partial Disablement will be assisted by the following, we will also pay up to an additional \$10,000, at our absolute discretion and in accordance with the agreement of your qualified medical practitioner for:

- vocational assessment advice and assistance; and
- retraining to enable employment in another occupation if it is appropriate.

### Assistance for spouses

If from the commencement of the Insured Person's Total Disablement as a result of a Sickness or Injury a Medical Practitioner agreed to by Us certifies that the Insured Person requires continuous care and:

- the Insured Person is confined to bed for at least 14 days; and
- the Insured Person's legal or de facto spouse ceases employment to provide the continuous care certified as required by the Medical Practitioner,

We will provide a benefit to the Insured Person's legal or de facto spouse for income lost as a result of providing the continuous care up to an amount of \$200 per week for a period of up to 10 weeks, while they provide this care.

This benefit will not be paid for Partial Disablement and will be paid in arrears only while the Insured Person is confined to bed and entitled to weekly benefits for Total Disablement under the Policy.

This Additional Benefit does not cover any nursing related costs or expenses.

### Rehabilitation Assistance

If We agree that the Insured Person's Total or Partial Disablement will be assisted by the following We will also pay up to an additional \$10,000:

- A return to work program that we consider reasonable and with the agreement of your qualified medical practitioner.

### Child Care Expense

Where a death benefit has been paid under this policy in respect of an Insured Person with Dependents, We shall reimburse child care expenses paid to a registered child care facility, after all eligible government rebates have been deducted, for a period of 12 months from the date of death. The maximum amount claimable is \$30,000 any one claim. Benefit is paid directly to the registered child care provider.

### Escalation Clause

Any benefit payable under Sections 1,2,3 or 4 of this policy shall be increased by 5% of its value from the 53rd continuous week that the benefit remains payable.

## SECTION 7 - GENERAL CONDITIONS

### Limits

Where an Insured Person is entitled to receive a benefit under Section 2 – Weekly Benefit – Injury and Section 3 - Weekly Benefit – Workers Compensation Top Up – Injury, during the period when both benefits are payable, We will not pay in the aggregate more than a weekly benefit of the difference between the Insured Person's Pre Disability Earnings and the weekly workers compensation benefits received by the Insured Person up to a maximum of the combined weekly benefits that we pay under Section 2 - Weekly Benefit – Injury and Section 3 – Weekly Benefit – Workers Compensation Top Up – Injury per week.

### Inspection

You must at regular intervals enter the name and earnings of every Insured Person in a proper wages book. We shall be permitted to examine all the earnings records and wages books of the Insured, relating to the Policy at any reasonable time, and from time to time until two years after expiration of the Policy or until final adjustment (if applicable) and settlement of all claims hereunder, whichever is the later.

### Aggregate Limit of Liability

We will not pay more than the Aggregate Limit of Liability of \$20 million for any one event involving more than one Insured Person under this Policy. If this amount is not enough to pay all claims in full then we will reduce each Insured Persons benefit proportionately.

### Waiting Period

A Waiting Period applies to all Cover Sections except the Capital Benefits Cover In Section 5 Workplace Trauma Cover. This is the period specified in the Policy Certificate during and for which no benefit is payable by Us, commencing on the first day of Total Disablement or Partial Disablement for which medical treatment was sought in respect of an Injury or Sickness. Where the Waiting Period applies we will not pay any claim unless the insured person is Totally or Partially Disabled for a continuous period that is longer than the Waiting Period and they would otherwise be entitled to compensation under this insurance.

## Age Restriction

We will not pay benefits under the Policy for any Sickness or Injury that first manifests itself or occurs or reoccurs after the Insured Person has attained the age of 70 years.

## Continuous Period of Insurance

If the weekly benefit has been paid for a period less than the relevant Maximum Benefit Period shown on Your Policy Certificate for any of cover Sections 1 to 5 and You again become Totally Disabled or Partially Disabled within 6 months of Your previous Total Disability or Partial Disability ending, as a result of the same Injury or Sickness, 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 Your Policy Certificate.

The Waiting Period applies to all claims made under Sections 1 to 5 as a result of a recurrence of the same Injury or Sickness.

## The Insured's contact details

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

## Notices

Notices should be sent to AFA at the address shown on page 1. If either the Insured or AFA or the insurer send a notice by post, the notice is regarded as having been received at the time it would have been delivered in the ordinary course of the post.

## Law and Jurisdiction

This insurance is subject to the laws of the State or Territory in Australia where the Policy was issued.

## Cancellation Rights

### Cancellation by the Insured

The Insured may cancel the Policy at any time by notifying Us in writing.

The cancellation will take effect from the earlier of:

- the date of the Insured's written notice; or
- at 4.01pm AEST on the third day after the day notice is received from the Insured, unless a later date is specified.

### When We can cancel the Policy

We may only cancel the Policy by giving the Insured written notice and in accordance with the provisions contained in the Insurance Contracts Act 1984 including where the Insured has:

- made a misrepresentation to us before the Policy was entered into,
- failed to comply with the Duty of Disclosure,
- failed to comply with a provision of the Policy including failure to pay the premium,
- made a fraudulent claim under the Policy or any other contract of insurance during the time the Policy has been in effect,
- failed to notify us of a specific act or omission as required by the Policy,
- failed to tell us about any changes in the circumstances of the risk during the Period of Insurance.

If the Policy is cancelled, We will give the Insured written notice, whether personally or by post to the Insured's last known address. The cancellation will be effective from 4pm on the third day after the day it is given to the Insured, unless a later date is specified. We do not notify Insured Persons of the cancellation.

### Notification to Insured Persons of cancellation

The Insured will notify the Insured Persons of cancellation of the Policy. We will not.

### Subrogation

We are only required to make any payment under the Policy if:

- We can exercise any rights of recovery held by the Insured or the Insured Person to the extent of that payment;
  - the Insured and any Insured Persons do not do anything that reduces any such rights; and
- the Insured and any Insured Persons provide Us with reasonable assistance in pursuing any such rights.

### Several Liability Notice

The subscribing insurer obligation under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscription. The subscribing insurer is not responsible for the subscriptions of any subscribing insurer who for any reason do not satisfy all or part of its obligations.

## SECTION 8 - EXCLUSIONS

No compensation or benefit is payable under the Policy for any event caused by, arising out of, or in any way connected with:

- (a) the use, existence or escape of nuclear material or ionizing radiation, or contamination by radioactivity from any nuclear fuel or other nuclear substance;
- (b) the Insured Person's own criminal or illegal act;
- (c) the Insured Persons use of drugs or alcohol (other than drugs prescribed by a Medical Practitioner and taken as directed);
- (d) pregnancy, childbirth or miscarriage or any complication arising from any of those conditions.
- (e) flying, parachuting, hang gliding, or any other aerial activity except as a fare paying passenger on an airline with scheduled flights;
- (f) suicide or attempted suicide; intentional self-injury or attempted intentional self-injury;
- (g) any Pre Existing Condition (see definition of Pre Existing in Section 10 Glossary);
- (h) any other exclusion set out in the Policy Certificate or other document that forms part of the Policy.

We will not pay any benefit:

- (a) that if the benefit were paid, that payment would constitute the carrying on of a "Health Insurance Business" as defined under the National Health Act, 1953 (Cth), the Private Health Insurance Act, 2007 (Cth) or any succeeding legislation to those Acts; or
- (b) for any period during which the Insured Person is serving a prison sentence.



## War & Terrorism Exclusion

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 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:

- (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.

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

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

## SECTION 9 – CLAIMING A BENEFIT

### Claiming a Benefit

**As soon as possible after sustaining an Injury or Sickness which may give rise to a claim under the Policy, an Insured Person must tell AFA. To the extent permitted by law, We may reduce the amount of a benefit, or may refuse to pay the claim to the extent that We are prejudiced by late notification of the claim.**

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

For weekly benefits, ongoing medical certifications will be required. The Insured Person must meet the cost of these medical certifications.

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

### Other Information

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

- written authorities allowing Us to access medical, financial or other relevant information, which may include personal and sensitive information;
- in the case of a weekly benefit, evidence of their Pre Disability Earnings, details of income or periodic payments received from other sources. We may require verification of this information by way of a financial audit;
- details of any other insurance covering the same, or similar, condition for which the Insured Person is making the claim;

### Your Co-operation

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

## SECTION 10 – GLOSSARY

In the Policy some words have a special meaning (whether expressed in the singular or the plural) and We define them below:

Word	Definition
<b>Accident</b>	means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended by the Insured Person.
<b>AFA</b>	means AFA Pty Ltd acting as agent of the insurer.
<b>Dependent</b>	means an Insured Person's: <ul style="list-style-type: none"> <li>• legal or defacto spouse or partner with whom the Insured Person has cohabited for not less than 3 consecutive calendar months whose gross earnings are less than \$25,000 per year in the 12 calendar months immediately prior to the date that a weekly benefit becomes payable as a result of the Insured Person suffering an Injury that results in a covered Condition; or</li> <li>• financially dependent children who are unmarried and who are 16 and under years of age or 26 and under years of age if they are a full time student.</li> </ul>
<b>Injury</b>	means a bodily injury resulting solely and directly from an Accident, where the injury and Accident occur during both the Period of Insurance and the Scope of Cover. For the avoidance of doubt, the following would not be an injury: <ul style="list-style-type: none"> <li>(a) a Sickness or a condition ordinarily described as being a sickness;</li> <li>(b) a Pre Existing Condition;</li> <li>(c) the aggravation of a condition which existed before the start of the period during which cover is provided under the policy; or</li> <li>(d) any degenerative or congenital condition or other condition which does not result solely and directly from an Accident.</li> </ul>
<b>Insurance Contributions</b>	are the agreed weekly amounts payable to obtain and maintain access to this Policy for Insured Persons.
<b>Insured</b>	means the person or entity named as the insured in the Policy Certificate.
<b>Insured Person</b>	means any person who comes within the class of persons described as Insured Persons in the Policy Certificate and for whom Insurance Contributions have been paid or agreed to be paid.
<b>Journey</b>	means travel between the Insured Person's usual place of residence or temporary accommodation (where the Insured Person is temporarily absent from their usual place of residence) and their place of employment (provided there is no substantial deviation from the most reasonably direct route) for the purpose of attending or returning from work with the Insured.
<b>Medical Practitioner</b>	means a legally qualified doctor (including a general practitioner, physician, or specialist) currently registered to practice in Australia, who is not the Insured Person's spouse, or a member of the Insured Person's family or their business associate and is acting within the scope of their registration and pursuant to the relevant laws.
<b>Partial Disablement, Partial Disability, Partially Disabled</b>	means disablement that prevents an Insured Person from substantially attending to their usual occupation, profession or business.
<b>Period of Insurance</b>	Insurance means, with respect to the Insured, the period during which cover is provided under the Policy as set out in the Policy Certificate. With respect to an Insured Person, Period of Insurance means the period from the date the Insurance Contribution for the Insured Person is paid and the Insured person meets any other eligibility criteria agreed with the Insured as set out on the Policy Certificate or any other document issued by Us to the end of the Period of Insurance stated in the Policy Certificate. With respect to both the Insured and an Insured Person, Period of Insurance does not refer to any prior period of insurance if the Policy is a renewal of a previous policy and with respect to an Insured Person the Insured Person was eligible for cover under that previous policy. Each period is treated as separate. Period of Insurance also does not include any future period of insurance for any policy the Insured may enter into with Us upon renewal and under which an Insured Person may be covered.

Word	Definition
<b>Permanent Total Disablement</b>	<ul style="list-style-type: none"> <li>Total Disablement which has lasted for at least 12 consecutive calendar months from the date of the Injury and which is certified by a Medical Practitioner as beyond hope of improvement and which in all probability will entirely prevent the Insured Person forever from engaging in any occupation, profession, business or employment that they are reasonably fitted for by way of education, training and experience and for which the Insured Person has been paid weekly statutory workers compensation benefits for a continuous period of 24 months; and</li> <li>at the end of the continuous period of 24 months during which the Insured Person has been paid such weekly statutory workers compensation benefits, the Insured Person has as a result of such injury a degree of impairment of the whole person of more than 30% as assessed in accordance with the American Medical Association's Guides to the Evaluation of Permanent Impairment – Fifth Edition.</li> </ul> <p>Successive periods during which the Insured person has been paid weekly statutory workers compensation benefits in respect of the same Injury and that are not separated by a return to active full time employment for 6 months or more and that are within 48 months of the date upon which the Insured person first became Totally Disabled will be considered as one continuous period.</p>
<b>Policy</b>	means this document and the Policy Certificate and any other documents We issue to the Insured which are expressed to form part of the policy terms, which set out the cover We provide for the Period of Insurance. For the sake of clarity, it does not include any prior policy that this is a renewal of or any future policy that is a renewal of this Policy.
<b>Policy Certificate</b>	means the most current policy certificate and endorsements that We provide to the Insured which contains details of the cover provided by this Policy.
<b>Pre Existing Condition</b>	<p>means a sickness, illness, disease, injury, condition, (including any side-effect or symptoms of a condition) of which the Insured Person was aware of or of which a reasonable person in the circumstances could be expected to have been aware of, or for which the Insured Person had received or sought medical attention or treatment or for which they had undergone testing within the 6 months before accessing cover under the Policy, unless the Insured Person was covered under the Previous Policy for that condition.</p> <p>Pre Existing Conditions specifically include congenital or degenerative conditions for which the Insured Person has been diagnosed or was aware of or of which a reasonable person in the circumstances could be expected to have been aware of prior to their accessing cover under this insurance regardless as to whether the Insured Person was at that time or subsequently being treated for them.</p>
<b>Pre Disability Earnings</b>	<p>means, where the Insured Person is not the Insured, the weekly equivalent of the Insured Person's gross weekly remuneration from the Insured for the Insured Person's personal exertion at the time of the Injury which caused their covered disability, exclusive of over time payments, bonuses, commissions or allowances.</p> <p>Where the Insured Person is also the Insured, Pre Disability earnings means the weekly equivalent of Insured Person's gross annual income from their personal exertion less any costs and or expenses incurred in deriving that income in the 12 months prior to the Injury or any shorter period that the Insured Person has been engaged in their occupation which caused their disability.</p>
<b>Previous Policy</b>	means the policy under which an Insured Person was covered before accessing cover under this Policy.
<b>Sickness</b>	means an illness, sickness or disease that is not an Injury and which occurs solely, directly and independently of any other cause or condition (including, but not limited to any Injury or Pre Existing Condition other sickness illness, disease, congenital or degenerative condition) which existed prior to the Period of Insurance.
<b>Scope of Cover</b>	means the operative time of the cover under each Cover Section of this Policy as specified in the Policy Certificate.
<b>Terrorist activity</b>	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 of such use. 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).

Word	Definition
<b>Total Disablement, Totally Disabled, Total Disability</b>	<p>means the Insured Person is entirely and continuously unable to engage in the Insured Person's usual occupation, profession or business or from any other occupation, profession or business which in Our opinion the Insured Person is qualified to perform based on their education, training or experience and the Insured Person is:</p> <ul style="list-style-type: none"> <li>not working in any employment or occupation; and</li> <li>under the regular care and attendance of and following the advice and treatment recommended by, a Medical Practitioner.</li> </ul> <p>The Insured Person will not be considered to be Totally Disabled before they consult a Medical Practitioner for the claimed disability. If the Insured Person is capable of returning to work in the Insured Person's usual occupation, profession or business which the Insured Person is in Our opinion, qualified to perform (based on their education, training or experience) on a full time, part time or any other basis, the Insured Person is not Totally Disabled.</p>
<b>Utilisation of Biological weapons of mass destruction</b>	<p>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.</p>
<b>Utilisation of Nuclear weapons of mass destruction</b>	<p>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.</p>
<b>Utilisation of Weapons of Mass Destruction</b>	<p>means the use, emission, discharge, dispersal, release or escape of any nuclear, chemical or biological weapon, compound or organism capable of causing disablement or death amongst people or animals.</p>
<b>War or Civil Hostilities</b>	<p>this includes declared or undeclared war; civil war; invasion; hostilities; war like operations; act of an enemy foreign to the Insured Person's nationality or country in, or over, which the act occurs; riot; rebellion; insurrection; revolution (including the overthrow of the legally constituted government); civil commotion (where this assumes the proportion of, or amounts to, an uprising); military or usurped power; explosions of war weapons</p>
<b>Waiting Period</b>	<p>means the period specified in the Policy Certificate for and during which no benefit is payable by us, commencing on the first day of Total Disablement or Partial Disablement for which medical treatment was sought in respect of an Injury or Sickness. Where the Waiting Period applies we will not pay any claim unless the insured person is Totally or Partially Disabled for a continuous period that is longer than the Waiting Period and they would otherwise be entitled to compensation under this insurance.</p>
<b>We, Us and Our</b>	<p>means the insurer, Allianz acting through its agent AFA Pty Ltd, ABN 83 067 084 333</p>







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