

**Leisure Time Injury Cover
Product Disclosure Statement And Policy Wording**

Preparation date 1 August 2014.

Part A – About This Insurance

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.

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.

About AFA

AFA Pty Ltd (ABN 83 067 084 333) AFS License No. 247122 (AFA) is an Underwriting Agency, specialising in the design, marketing and management of group insurance products. AFA has been provided with a binding authority by the insurer authorising it to enter into, vary and cancel this insurance as well as settle any claims on behalf of the insurer as if it were the insurer.

About Allianz

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

Contact Details

AFA

AFA Pty Ltd

PO Box R1852 Royal Exchange NSW 1225

Telephone (02) 9259 8222

Facsimile (02) 9259 8200

www.afainsurance.com

enquiries@afainsurance.com

ALLIANZ

Allianz Australia Limited

GPO Box 4049 Sydney NSW 2001

Telephone 131 000

www.allianz.com.au

About this Product Disclosure Statement

This Product Disclosure Statement (PDS) contains important information about the Leisure Time Injury Insurance product which is issued and administered by AFA on behalf of Allianz ("the Insurer"). Other documents may form part of this PDS. Any such documents will include a statement identifying them as part of this PDS and will be provided to you at the same time as You are given this PDS.

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

This PDS is prepared by AFA with the assistance and consent of the Insurer who are responsible for it. It includes the terms and conditions applying to this Leisure Time Injury Insurance which will be issued to you if you apply for, or seek to renew, the insurance and AFA accepts your application on behalf of the Insurer.

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:

- the About this Leisure Time Injury Insurance section which contains important information that You need to be aware of;
- Sections 1-3 the Cover Sections, which set out the cover available under this insurance;
- Section 4 General Conditions – this sets out the conditions and terms that apply to this whole Policy such as how the Insured and We can cancel this Policy;
- Section 5 Exclusions – this sets out what We do not cover under any of the covers;
- Section 6 Claiming a Benefit Section – which tells them how to make a claim; and
- Section 7 Glossary – which defines some of the important words which We use in this Policy;

- 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 this Policy is cancelled by the Insured or Us (see the "Cancellation Rights" section under Section 4 – 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 4 - 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

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.

Cooling off period

If the Insured buys this Leisure Time Injury 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 4 – General Conditions.

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 insurer 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 insurer, intermediaries, reinsurer, 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, reinsurer 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 and www.allianz.com.au.

Your Choices

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

General Insurance Code of Practice

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

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 page 3 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

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.

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.

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.

Section 1 – Leisure time Injury benefits for Insured Persons not on a Journey

Benefits are not payable under this Section 1 to Insured Persons who suffer a payable condition (eg Total or Partial Disablement or a Capital Condition as a result of an Injury when they are on a defined Journey).

Subject to the terms and conditions of the Policy, where the Total or Partial Disablement or Capital Condition is solely and independently caused by an Injury that occurs during a Journey, benefits may be available under Section – Journey Cover.

Weekly benefits – 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; and
- 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 in the Policy Certificate for this Weekly Benefits – 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 be Totally or Partially Disabled and the Waiting Period will not commence, until they consult a Medical Practitioner for the claimed Disability.

Capital benefits – injury Cover

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

- results solely and independently in any of the Capital Conditions set out in the Table of Benefits within twelve (12) months of the date of the Injury; and
- does not occur during a Journey; and
- does not give rise to an entitlement to compensation under any statutory workers compensation arrangement

We will pay the Insured Person the compensation specified for the relevant Capital 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 benefit We will pay will depend on whether the Insured Person has any Dependents at the date of the Injury that results in the Capital Condition.

The Insured Person will not be considered to have suffered a Capital Condition before they consult a Medical Practitioner for the claimed disability.

The benefits are subject to the other limits, exclusions and conditions that apply under the Policy.

Table of Benefits

Capital Condition	Insured Person	
	With Dependents	No Dependents
1. Death	\$50,000	\$20,000
2. Permanent paraplegia	\$50,000	\$20,000
3. Permanent quadriplegia	\$50,000	\$20,000
4. Permanent total loss of the entire sight of one or both eyes	\$50,000	\$20,000
5. Permanent and incurable paralysis of all limbs	\$50,000	\$20,000
6. Permanent and incurable insanity	\$50,000	\$20,000
7. Permanent total loss of hearing:		
• in both ears	\$40,000	\$16,000
• in one ear	\$10,000	\$4,000
8. Permanent total loss of the use of:		
• four fingers and thumb of either hand	\$37,500	\$15,000
• four fingers of either hand	\$20,000	\$8,000
• one thumb, both joints	\$15,000	\$6,000
• one thumb, one joint	\$7,500	\$3,000
• a finger, three joints	\$5,000	\$3,000
• a finger, two joints	\$3,750	\$2,000
• a finger, one joint	\$2,500	\$1,500
9. Permanent total loss of the use of:		
• all the toes of one foot	\$7,500	\$3,000
• great toe, both joints	\$2,500	\$1,000
• great toe, one joint	\$1,500	\$600
• other toe (each toe)	\$500	\$200
10. Permanent loss of the lens of one eye	\$40,000	\$16,000
11. Third degree burns and/or resultant disfigurement which covers:		
• more than 40% of the entire body	\$25,000	\$10,000
• between 20% and 39% of the entire body	\$12,500	\$5,000

Capital Condition	Insured Person	
	With Dependents	No Dependents
12. Fracture of a leg or patella with established non union	\$5,000	\$2,000
13. Shortening of the leg by five (or more) centimetres	\$3,750	\$1500
Broken Bones Capital Conditions		
14. Neck, skull or spine (break)	\$8,000	\$8,000
15. Hip (break or fracture)	\$6,000	\$6,000
16. Jaw, pelvis, leg, ankle or knee (break)	\$4,000	\$4,000
17. Cheekbone, shoulder (break or fracture)	\$2,400	\$2,400
18. Neck, skull or spine (fracture)	\$2,400	\$2,400
19. Arm, elbow or wrist (break)	\$2,000	\$2,000
20. Jaw, pelvis, leg, ankle or knee (fracture)	\$1,600	\$1,600
21. Nose or collarbone (break)	\$1,600	\$1,600
22. Arm, elbow or wrist (fracture)	\$800	\$800
23. Ribs (break or fracture – any number)	\$800	\$800
24. Foot or hand (break)	\$600	\$600
Damage to Teeth		
25. Damage to sound and healthy teeth (other than milk or first teeth and wisdom teeth)	\$2,250	\$2,000

The type of break or fracture is determined by the information detailed in the radiologist report. The following definitions apply:

Break means a complete break of the bone. **Fracture** means the bone is not completely broken (hairline).

Please Note; **Ribs** means one or many, \$800 is paid whether one, two or three ribs break. The maximum benefit payable for a broken or fractured bone/s for any one injury is \$8,000.

Additional Benefits

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.

Funeral Cover

Upon the covered death of an Insured Person, we will pay an additional benefit of \$8,000.

The benefit will be payable to the estate of the Insured Person or if directed by the executor of the estate, to the funeral business responsible for the Insured Person's funeral.

Limits

If an Injury results in compensation being payable for:

- more than one of Capital Conditions 1-13, the maximum amount of compensation We will pay for Capital Conditions 1-13 in total is \$50,000 for an Insured Person with Dependents and \$20,000 for an Insured Person with no Dependents.
- one or more of the Broken Bones Capital Conditions 14-24, and a Medical Practitioner certifies that there is established non union of any of the breaks or fractures that are Broken Bones Capital Conditions, We will pay an additional 5% of the compensation specified in the Table of Benefits for the relevant Broken Bones Capital Condition. However, the most We will pay for the Broken Bones Capital Conditions in total for any one Injury is \$5,000.

We will not pay:

- more than two claims for Insured Persons with no Dependents; or
- more than four claims for Insured Persons with Dependents, for Capital Condition 25 during any one Period of Insurance.

Cover for Capital Condition 25 (Damage to Teeth) will be extended to any of the Insured Persons Dependents during both the Period of Insurance and the Scope of Cover as set out in the Policy Schedule.

Compensation under Condition 25 may be reduced by any expenses recoverable from any other source including private health insurance, except for the excess of the amount recoverable from such source.

Any amount We pay under this Capital Benefits Cover will be reduced by the amount of any other capital benefit We have paid as a result of or in connection with the same Injury.

Section 2 – Journey Cover

Benefits are not payable under this Section 2 to Insured Persons who suffer a payable condition (eg Total or Partial Disablement or a Capital Benefit) when they are not on a defined Journey.

Subject to the terms and conditions of this Policy, such benefits may be available under Section 1 – Leisure Time Injury benefits for Insured Persons not on a Journey.

Weekly Benefits – Injury Cover (Journey)

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; and
- occurs 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 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 – Injury Cover (Journey) less:

- any amount paid or payable under any statutory workers compensation arrangement; and
- any income that the Insured Person derives or in Our opinion is able to derive from any gainful occupation.

The weekly benefit We will pay will depend on whether the Insured Person has any Dependents at the date of the Injury that results in the Total or Partial Disablement.

When we will not pay

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

No payment is made for or during the Waiting Period.

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.

Capital Benefits – (Journey)

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

- results solely and independently in any of the Capital Conditions set out in the Table of Benefits within twelve (12) months of the date of the Injury; and
- occurs during a Journey; and
- does not give rise to an entitlement to compensation under any statutory workers compensation arrangement or statutory transport accident arrangement

We will pay the Insured Person the compensation specified for the relevant Capital 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 Insured Person will not be considered to have suffered a Capital Condition before they consult a Medical Practitioner for the claimed disability.

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

The benefits are subject to the other limits, exclusions and conditions that apply under the Policy.

Table of Benefits

Capital Condition	Insured Person	
	With Dependents	No Dependents
1. Death	\$100,000	\$50,000
2. Permanent paraplegia	\$100,000	\$50,000
3. Permanent quadriplegia	\$100,000	\$50,000
4. Permanent total loss of the entire sight of one or both eyes	\$100,000	\$50,000
5. Permanent and incurable paralysis of all limbs	\$100,000	\$50,000
6. Permanent and incurable insanity	\$100,000	\$50,000
7. Permanent total loss of hearing:		
• in both ears	\$80,000	\$40,000
• in one ear	\$20,000	\$10,000
8. Permanent total loss of the use of:		
• four fingers and thumb of either hand	\$75,000	\$37,500
• four fingers of either hand	\$40,000	\$20,000
• one thumb, both joints	\$30,000	\$15,000
• one thumb, one joint	\$15,000	\$7,500
• a finger, three joints	\$10,000	\$5,000
• a finger, two joints	\$7,500	\$3,750
• a finger, one joint	\$5,000	\$2,500
9. Permanent total loss of the use of:		
• all the toes of one foot	\$15,000	\$7,500
• great toe, both joints	\$5,000	\$2,500
• great toe, one joint	\$3,000	\$1,500
• other toe (each toe)	\$1,000	\$500
10. Permanent loss of the lens of one eye	\$80,000	\$40,000

11. Third degree burns and/or resultant disfigurement which covers:		
• more than 40% of the entire body	\$50,000	\$25,000
• between 20% and 39% of the entire body	\$25,000	\$12,500
12. Fracture of a leg or patella with established non union	\$10,000	\$5,000
13. Shortening of the leg by five (or more) centimetres	\$7,500	\$3,750

Limits

If an Injury results in compensation being payable for more than one of Capital Conditions 1-13, the maximum amount of compensation We will pay for Capital Conditions 1-13 in total is \$100,000 for an Insured Person with Dependents and \$50,000 for an Insured Person with no Dependents.

Any amount We pay under this Journey Cover - Capital Benefits will be reduced by the amount of any other capital benefit We have paid as a result of or in connection with the same Injury.

Section 3 – Additional Benefits

The following additional benefits will only apply while the Insured Person is receiving weekly benefits under sections 1 and 2 of the Policy for an 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.

Emergency Transport

If an Insured Person or any of their Dependents, suffers an Injury or manifestation of an Illness during both the Period of Insurance and while the Insured Person is either:

- engaged in a sporting activity in the capacity of a participant, adjudicator, judge, referee or umpire or in a similar capacity; or
- acting as an official at, or otherwise assisting in the conduct of a sporting activity; or
- acting in his or her capacity as an elected or appointed official of a sporting organisation, or
- or while that person is travelling to or from:
- that activity; or
- the place where that person acts in that capacity as an elected or appointed official

Where allowed under the law, We will pay the costs of emergency ambulance services provided by road.

The compensation shall only be payable where in the opinion of the attending ambulance officers there is a serious threat to the Insured Person's life or health and the Insured Person requires immediate treatment and transportation by ambulance to hospital.

We will not provide compensation for pre-booked, non emergency ambulance charges or charges for inter-hospital transfer.

The most We will pay is \$12,000 any one occurrence, within Australia only, increased to \$15,000 in respect of air travel within Australia.

Assistance for Spouses

If from the commencement of the Insured Person's Total Disablement as a result of an 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 this 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:

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

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 4 – General Conditions

Cancellation rights

Cancellation by the Insured

The Insured may cancel this 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 this 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 Policy 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 this 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 this Policy. We will not.

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.

Continuous Period of insurance

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

The Waiting Period applies to all claims made under this Policy as a result of a recurrence of the same Injury.

Waiting Period

A Waiting Period applies to all Cover Sections except the Capital Benefits Cover In Section 1 and the Capital Benefits (Journey) Cover in Section 2. This is the period specified in the Policy Certificate 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. 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 Injury that first manifests itself or occurs or reoccurs after the Insured Person has attained the age of 70 years.

Notices

Notices and other information concerning this 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 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

Inspection

The Insured 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.

Law and jurisdiction

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

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.

Section 5 – Exclusions

No compensation or benefit is payable under this 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 7 Glossary);
- (h) any other exclusion set out in the Policy Certificate or other document that forms part of this Policy.

We will not pay any benefit:

- (i) 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
- (j) 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 6 – Claiming a Benefit

Claiming a benefit

As soon as possible after sustaining an Injury which may give rise to a claim under this 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; and
- 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 7 – Glossary

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

Accident 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.

AFA means AFA Pty Ltd acting as agent for the insurer.

Capital Condition means conditions as listed in the table of benefits in Sections 1 and 2.

Dependent means an Insured Person's:

- 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
- 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.

Injury 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:

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

Insurance Contributions are the agreed weekly amounts payable to obtain and maintain access to this Policy for Insured Persons.

Insured means the person or entity named as the insured in the Policy Certificate.

Insured Person 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.

Journey 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.

Medical Practitioner 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.

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

Partial Disablement, Partial Disability, Partially Disabled means disablement that prevents an Insured Person from substantially attending to their usual occupation, profession or business.

Period of Insurance means, with respect to the Insured, the period during which cover is provided under this 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 this 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.

Permanent means lasting twelve calendar months and at the expiry of that period being beyond hope of improvement.

Policy 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.

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

Pre Disability Earnings 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.

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.

Pre Existing Medical Condition 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.

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.

Previous Policy means the policy under which an Insured Person was covered before accessing cover under this Policy.

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

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

Scope of Cover means the operative time of the cover under each Cover Section of this Policy as specified in the Policy Certificate.

Terrorist Activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of

the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat 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).

Total Disablement, Totally Disabled, Total Disability 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:

- not working in any employment or occupation; and
- under the regular care and attendance of and following the advice and treatment recommended by, a Medical Practitioner.

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.

Total Loss means the full and irreversible loss of effective use of the part of the body referred to in the capital condition table of benefits.

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.

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

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

Waiting Period 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. 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.

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