

# **WAGEGUARD GROUP 24 HOUR SICKNESS, ACCIDENT & JOURNEY COVER**

## **PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING**

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## PART A      PRODUCT DISCLOSURE STATEMENT

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

### Contact Details

#### AFA

AFA Pty Ltd

PO Box R1852

Royal Exchange

NSW 1225

Telephone      (02) 9259 8222

Facsimile      (02) 9259 8200

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

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

#### ALLIANZ

Allianz Australia Limited

GPO Box 4049

Sydney

NSW 2001

Telephone      131000

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

This Product Disclosure Statement (PDS) contains important information about the Wageguard NSW Group 24 Hour Sickness, Accident & Journey Cover Policy which is issued and administered by AFA on behalf of Allianz ("the Insurer").

Other documents may form part of this document This PDS contains information that you should read and know.

This document is prepared by AFA with the assistance and consent of the Insurer who is responsible for it. It includes the terms and conditions applying to this insurance.

You have made to Us a written application which together with all accompanying information shall be the basis of this contract and be considered as incorporated in it.

In consideration of the payment of the premium, and subject to the terms and conditions, contained in, endorsed or attached to this Policy, if during the Policy Period any of the Events specified in The Schedule happens to an Insured Person, We will pay The Compensation specified in The Schedule, in the manner described.

## **IMPORTANT MATTERS YOU SHOULD KNOW AND READ**

### **COOLING OFF PERIOD**

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

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

### **KEEP US UP TO DATE**

You must notify Us immediately:

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

If You do not do so We may:

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

### **CHANGE OF OCCUPATION**

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

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

The premium are payable by instalment. If the Insured fails to make payment in the specified manner and the payment is 30 days overdue We may refuse to pay any claim that first arises after the instalment became so overdue.

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

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

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

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

## **YOUR DUTY OF DISCLOSURE**

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

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

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

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

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

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

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

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

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

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

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or in the ordinary course of business, ought to know; or
- as to which compliance with Your duty is waived by Us.

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

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

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

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

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

## **Privacy Notice**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Disclosure Overseas**

In some instances, Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other

countries where the Allianz Group has a presence or engages subcontractors. You can contact Us for details.

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

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

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

### **Your Choices**

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

### **General Insurance Code of Practice**

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

### GROUP PERSONAL INJURY AND SICKNESS SCHEDULE 1 – WORKING HOURS PROTECTION

**INSURED PERSONS:**

All nominated Employees of the Insured

**SCOPE OF COVER:**

Full Time Cover while an Insured Person is entitled to receive benefits under any Workcover or Workers Compensation Act.

**AGE LIMITATION:**

Over 16 and under 70 years of age.

The compensation applicable under each section of this policy for each Insured Person		
Section	The Compensation	
A.	<b>CAPITAL BENEFITS, Event 1(a) Event 1(b) Events 2 – 51</b>	\$200,000 \$150,000 \$100,000
B.	<b>WEEKLY INJURY BENEFIT, Event 52 and 53</b>	90% of Income to a maximum of \$1,500 75% of Income to a maximum of \$1,000 for Insured Persons over age 65 years
	Aggregate Period	104 Weeks 52 Weeks over age 60 years
	Elimination Period	14 Days
C.	<b>WEEKLY SICKNESS BENEFIT, Event 54 and 55</b>	90% of Income to a Maximum of \$1,500 75% of Income to a maximum of \$1,000 for Insured Persons over age 65 years
	<b>No Sickness cover over 65 and under 70 years of age</b>	
	Aggregate Period	104 Weeks 52 Weeks over age 60 years
	Elimination Period	14 Days



## SCHEDULE OF COMPENSATION

### SCHEDULE 1 – WORKING HOURS PROTECTION

#### SECTION A – CAPITAL BENEFITS

Cover under this section is included only for the events specified in the schedule. The compensation for each event is payable as a percentage of the capital sum Insured specified in the schedule.

#### THE EVENTS

#### THE COMPENSATION

Injury, as defined resulting in:

1. (a)	Death – Insured Persons with Dependants	1.(a)	100%
1. (b)	Death – Insured Persons without Dependants	1.(b)	100%
2.	Permanent Total Quadriplegia	2.	100%
3.	Permanent Total Paraplegia	3.	100%
4.	Permanent Total Loss of sight of both eyes	4.	100%
5.	Permanent Total Loss of sight of an only eye	5.	100%
6.	Permanent Total Loss of use of two Limbs	6.	100%
7.	Permanent Loss of Independent Existence	7.	100%
8.	Permanent Total Loss of use of the right arm or of the greater part of the right arm	8.	80%
9.	Permanent Total Loss of use of the left arm or of the greater part of the left arm	9.	75%
10.	Permanent Total Loss of use of the right Hand or of five Fingers of the right Hand or of the lower part of the right arm	10.	70%
11.	Permanent Total Loss of use of the left Hand or of five Fingers of the left Hand or of the lower part of the left arm	11.	65%
12.	Permanent Total Loss of use of a leg	12.	75%
13.	Permanent Total Loss of use of a foot	13.	65%
14.	Permanent Total Loss of use of the lower part of a leg	14.	70%
15.	Permanent Total Loss of sight of one eye, together with the various diminution of the sight of the other eye	15.	75%
16.	Permanent Total Loss of sight of one eye	16.	40%
17.	Permanent Total Loss of binocular vision	17.	40%
18.	Permanent Total Loss of eyeball (in addition to Compensation for loss of sight of an eye)	18.	22%
19.	Permanent Total Loss of hearing	19.	65%
20.	Permanent Total Loss of speech	20.	60%
21.	Permanent Total Loss of sense of taste or smell	21.	17%
22.	Permanent Total Loss of both taste and smell	22.	34%
23.	Permanent Total Loss of sexual organs	23.	47%
24.	Permanent Total Loss of breasts	24.	47%
25.	Permanent Total Loss of one breast	25.	30%
26.	Permanent Total Loss of use of the thumb of right Hand	26.	30%
27.	Permanent Total Loss of use of the thumb of left Hand	27.	26%
28.	Permanent Total Loss of use of the forefinger of the right Hand	28.	21%
29.	Permanent Total Loss of use of the forefinger of the left Hand	29.	18%
30.	Permanent Total Loss of use of two joints of the forefinger of the right Hand	30.	16%
31.	Permanent Total Loss of use of two joints of the forefinger of the left Hand	31.	12%
32.	Permanent Total Loss of a joint of the thumb	32.	16%
33.	Permanent Total Loss of use of the first joint of the forefinger of the right Hand	33.	10%
34.	Permanent Total Loss of use of the first joint of the forefinger of the left Hand	34.	9%
35.	Permanent Total Loss of use of the first joint of the middle or little or ring Finger of either Hand	35.	6%
36.	Permanent Total Loss of use of the middle Finger of either Hand	36.	12%
37.	Permanent Total Loss of use of the little Finger on either Hand	37.	11%
38.	Permanent Total Loss of use of two joints of the middle Finger of either hand	38.	10%
39.	Permanent Total Loss of use of two joints or ring Finger of either Hand	39.	9%
40.	Permanent Total Loss of use of the great Toe of either Foot	40.	22%

## SECTION A – CAPITAL BENEFITS (CONT'D)

Cover under this section is included only for the events specified in the schedule. The compensation for each event is payable as a percentage of the capital sum insured specified in the schedule.

### THE EVENTS

Injury, as defined, resulting in:

### THE COMPENSATION

41.	Permanent Total Loss of use of a joint of the great Toe of either Foot	41.	10%
42.	Permanent Total Loss of use of any Toe	42.	6%
43.	Permanent Total Loss of use of a joint of any other Toe	43.	2%
44.	Permanent partial loss of the sight of both eyes or of an eye only.	44.	Such percentage of the maximum Compensation payable for Total Loss as is equal to the percentage (being not less than 10) of the diminution of sight measured without the aid of a correcting lens.
45.	Permanent Partial Loss of hearing.	45.	Such percentage of the maximum Compensation payable for Total Loss as is equal to the percentage (being not less than 7) of the diminution of hearing.
46.	Permanent Total Impairment of the entire spine (provided greater than 10% of spine affected)	46.	10%-100%
47.	Permanent Total Impairment of the back	47.	10%-60%
48.	Permanent Impairment of the neck	48.	10%-40%
49.	Permanent Impairment of the pelvis	49.	10%-15%
50.	Severe facial disfigurement	50.	10%-26%
51.	Severe bodily disfigurement	51.	10%-22%

### FOR THE PURPOSE OF SECTION A CAPITAL BENEFITS:

- (a) where an Insured Person habitually uses the left Hand and arm to perform tasks usually performed by a person with the right Hand and arm the compensation payable for the loss of such left arm or the greater part of the arm or for the total loss of the left Hand or of five Fingers therefore or the lower part of that arm or of a Finger or part of a Finger or the left Hand shall be such amount as would have been payable for a similar loss in respect of the right arm or parts thereof, but in any such case the Compensation for the loss of the right arm or the greater part of that arm or for the Total Loss of the right Hand or of five Fingers thereof or of the lower part of that arm or of a Finger or part of a Finger of the right Hand shall be such amount as would have been payable for a similar loss in respect of the left arm or the part or parts thereof if the Insured Person did not habitually use the left Hand and arm and to perform tasks usually performed by a person with the right Hand and arm; and
- (b) where a percentage range is provided under the compensation, the highest and lowest percentages shall be reserved for Injuries resulting in maximum or minimal impairment;
- (c) in the case of loss of sexual organs (subject to the maximum percentage of 47% and without limiting Compensation for other loss of sexual organs):
  - (i) the percentage payable for loss of penis is 47%; and
  - (ii) the percentage payable for loss of 1 testicle is 10%; and
  - (iii) the percentage payable for loss of 2 testicles or an only testicle is 47%.
- (d) the degree of impairment in the case of Injuries to the back, neck or pelvis, will be assessed according to the methods specified in the American Medical Association Guides to the Evaluation of Permanent Impairment (Second Edition or a subsequent prescribed edition).

## **ADDITIONAL BENEFITS**

### **PAIN AND SUFFERING BENEFIT**

In the event of the payment of a claim under section A – Events 8 to 51, We will pay an additional percentage of the claimed capital sum insured as We in Our absolute discretion shall determine as being appropriate to the Injury suffered.

### **SECTION B WEEKLY INJURY BENEFIT**

Cover under this section is included only if specified in the schedule.

#### **THE EVENTS**

Injury as defined, resulting in:

- 52. Temporary Total Disablement
- 53. Temporary Partial Disablement

#### **THE COMPENSATION**

- 52. During such disablement the amount per week specified in the schedule or Income as defined whichever is the lesser.
- 53. During such disablement 25 per cent of event 52 per week.  
If the Insured Person is able to return to work in a reduced capacity then the compensation payable shall be calculated as the difference between the compensation for Event 52 per week and the current Income received from the reduced work capacity. If the Insured Person is able to return to work in a reduced capacity, but declines to do so then the compensation payable will be reduced to 25 per cent of the compensation for Event 52 per week.

### **SECTION C WEEKLY SICKNESS BENEFIT**

Cover under this section is included only if specified in the schedule.

#### **THE EVENTS**

Sickness as defined, resulting in:

- 54. Temporary Total Disablement
- 55. Temporary Partial Disablement

#### **THE COMPENSATION**

- 54. During such disablement the amount per week specified in the schedule or Income as defined whichever is the lesser.
- 55. During such disablement, if the Insured Person is able to return to work in a reduced capacity then the compensation payable shall be calculated as the difference between the compensation for Event 54 per week and the current Income received from the reduced work capacity.

## GROUP PERSONAL INJURY SCHEDULE 2 – JOURNEY PROTECTION

**INSURED PERSONS:**

Employees as nominated by the Insured.

**SCOPE OF COVER:**

Cover only while an Insured Person is actually engaged in direct travel to or from his or her normal place of residence and to or from his or her place of employment.

**AGE LIMITATION:**

Over 16 and under 70 years of age.

The compensation applicable under each section of this policy for each Insured Person		
Section		The Compensation
A.	<b>CAPITAL BENEFITS, Events 1-51</b>	\$100,000
B.	<b>WEEKLY INJURY BENEFIT, Events 52 and 53</b>	90% of Income to a Maximum of \$1,700 75% of Income to a maximum of \$1,000 for Insured Persons over age 65 years
	Aggregate Period:	52 Weeks
	Elimination Period:	14 days

## SCHEDULE OF COMPENSATION SCHEDULE 2 – JOURNEY PROTECTION

### SECTION A – CAPITAL BENEFITS

Cover under this section is included only for the events specified in the schedule. The compensation for each event is payable as a percentage of the capital sum insured specified in the schedule.

#### THE EVENTS

Injury, as defined, resulting in:

#### THE COMPENSATION

1.	Death	1.	100%
2.	Permanent Total Quadriplegia	2.	100%
3.	Permanent Total Paraplegia	3.	100%
4.	Permanent Total Loss of sight of both eyes	4.	100%
5.	Permanent Total Loss of sight of an only eye	5.	100%
6.	Permanent Total Loss of use of two Limbs	6.	100%
7.	Permanent Loss of Independent Existence	7.	100%
8.	Permanent Total Loss of use of the right arm or of the greater part of the right arm	8.	80%
9.	Permanent Total Loss of use of the left arm or of the greater part of the left arm	9.	75%
10.	Permanent Total Loss of use of the right Hand or of five Fingers of the right Hand or of the lower part of the right arm	10.	70%
11.	Permanent Total Loss of use of the left Hand or of five Fingers of the left Hand or of the lower part of the left arm	11.	65%
12.	Permanent Total Loss of use of a leg	12.	75%
13.	Permanent Total Loss of use of a foot	13.	65%
14.	Permanent Total Loss of use of the lower part of a leg	14.	70%
15.	Permanent Total Loss of sight of one eye, together with the various diminution of the sight of the other eye	15.	75%
16.	Permanent Total Loss of sight of one eye	16.	40%
17.	Permanent Total Loss of binocular vision	17.	40%
18.	Permanent Total Loss of eyeball (in addition to compensation for loss of sight of an eye)	18.	22%
19.	Permanent Total Loss of hearing	19.	65%
20.	Permanent Total Loss of speech	20.	60%
21.	Permanent Total Loss of sense of taste or smell	21.	17%
22.	Permanent Total Loss of both taste and smell	22.	34%
23.	Permanent Total Loss of sexual organs	23.	47%
24.	Permanent Total Loss of breasts	24.	47%
25.	Permanent Total Loss of one breast	25.	30%
26.	Permanent Total Loss of use of the thumb of right Hand	26.	30%
27.	Permanent Total Loss of use of the thumb of left Hand	27.	26%
28.	Permanent Total Loss of use of the forefinger of the right Hand	28.	21%
29.	Permanent Total Loss of use of the forefinger of the left Hand	29.	18%
30.	Permanent Total Loss of use of two joints of the forefinger of the right Hand	30.	16%
31.	Permanent Total Loss of use of two joints of the forefinger of the left Hand	31.	12%
32.	Permanent Total Loss of a joint of the thumb	32.	16%
33.	Permanent Total Loss of use of the first joint of the forefinger of the right Hand	33.	10%
34.	Permanent Total Loss of use of the first joint of the forefinger of the left Hand	34.	9%
35.	Permanent Total Loss of use of the first joint of the middle or little or ring Finger of either Hand	35.	6%
36.	Permanent Total Loss of use of the middle Finger of either Hand	36.	12%
37.	Permanent Total Loss of use of the little Finger on either Hand	37.	11%
38.	Permanent Total Loss of use of two joints of the middle Finger of either hand	38.	10%
39.	Permanent Total Loss of use of two joints or ring Finger of either Hand	39.	9%
40.	Permanent Total Loss of use of the great Toe of either Foot	40.	22%

## SECTION A – CAPITAL BENEFITS (CONT'D)

Cover under this section is included only for the events specified in the schedule. The compensation for each event is payable as a percentage of the capital sum insured specified in the schedule.

### THE EVENTS COMPENSATION

### THE

Injury, as defined, resulting in:

41.	Permanent Total Loss of use of a joint of the great Toe of either Foot	41.	10%
42.	Permanent Total Loss of use of any Toe	42.	6%
43.	Permanent Total Loss of use of a joint of any other Toe	43.	2%
44.	Permanent partial loss of the sight of both eyes or of an eye only	44.	Such percentage of the maximum compensation payable for Total Loss as is equal to the percentage (being not less than 10) of the diminution of sight measured without the aid of a correcting lens.
45.	Permanent partial loss of hearing		Such percentage of the maximum compensation payable for Total Loss as is equal to the percentage (being not less than 7) of the diminution of hearing
46.	Permanent Total Impairment of the entire spine (provided greater than 10% of spine effected)	46.	10%-100%
47.	Permanent Total Impairment of the back	47.	10%-60%
48.	Permanent impairment of the neck	48.	7%
49.	Permanent impairment of the pelvis	49.	10%-15%
50.	Severe facial disfigurement	50.	10%-26%
51.	Severe bodily disfigurement	51.	10%-22%

### FOR THE PURPOSE OF SECTION A CAPITAL BENEFITS:

- (a) where an Insured Person habitually uses the left Hand and arm to perform tasks usually performed by a person with the right Hand and arm the compensation payable for the loss of such left arm or the greater part of the arm or for the total loss of the left Hand or of five Fingers thereof or the lower part of that arm or of a Finger or part of a Finger or the left Hand shall be such amount as would have been payable for a similar loss in respect of the right arm or parts thereof, but in any such case the Compensation for the loss of the right arm or the greater part of that arm or for the Total Loss of the right Hand or of five Fingers thereof or of the lower part of that arm or of a Finger or part of a Finger of the right Hand shall be such amount as would have been payable for a similar loss in respect of the left arm or the part or parts thereof if the Insured Person did not habitually use the left Hand and arm to perform tasks usually performed by a person with the right Hand and arm; and
- (b) where a percentage range is provided under the compensation, the highest and lowest percentages shall be reserved for Injuries resulting in maximum or minimal impairment;
- (c) in the case of loss of sexual organs (subject to the maximum percentage of 47% and without limiting Compensation for other loss of sexual organs).
  - (i) the percentage payable for loss of penis is 47%; and
  - (ii) the percentage payable for loss of 1 testicle is 10%; and
  - (iii) the percentage payable for loss of 2 testicles or an only testicle is 47%.
- (d) the degree of impairment in the case of Injuries to the back, neck or pelvis, will be assessed according to the methods specified in the American Medical Association Guides to the Evaluation of Permanent Impairment (Second Edition or a subsequent prescribed edition).

## SECTION B WEEKLY INJURY BENEFIT

Cover under this section is included only if specified in the schedule.

### THE EVENTS

Injury, as defined, resulting in:

- 52. Temporary Total Disablement
- 53. Temporary Partial Disablement

### THE COMPENSATION

- 52. During such disablement the amount per week specified in The Schedule or Income as defined whichever is the lesser.
- 53. During such disablement 25 per cent of event 52 per week.  
If the Insured Person is able to return to work in a reduced capacity then the compensation payable shall be calculated as the difference between the compensation for Event 52 per week and the current Income received from the reduced work capacity. If the Insured Person is able to return to work in a reduced capacity, but declines to do so then the compensation payable will be reduced to 25 per cent of the compensation for Event 52 per week.

## GROUP PERSONAL INJURY AND SICKNESS SCHEDULE 3 – OUTSIDE WORKING HOURS PROTECTION

**INSURED PERSONS:**

Employees as nominated by the Insured.

**SCOPE OF COVER:**

Full time cover when an Insured Person is NOT entitled to receive Benefits under any Workcover or Workers Compensation Act

**AGE LIMITATION:**

Over 16 and under 70 years of age.

The compensation applicable under each section of this policy for each Insured Person		
Section		The Compensation
A.	<b>CAPITAL BENEFITS, Event 1 (a) Event 1 (b) Events 2-15</b>	\$150,000 \$125,000 \$100,000
B.	<b>WEEKLY INJURY BENEFIT, Event 16 and 17</b>	90% of Income to a Maximum of \$1,500 75% of Income to a maximum of \$1,000 for Insured Persons over age 65 years
	Aggregate Period:	104 Weeks 52 Weeks over age 60
	Elimination Period (i)	14 Days
	(ii)	30 Days in respect of Sporting Injuries (refer Exclusions)
C.	<b>WEEKLY SICKNESS BENEFIT, Event 18 and 19  No Sickness cover over 65 and under 70 years of age</b>	90% of Income to a Maximum of \$1,500 75% of Income to a maximum of \$1,000 for Insured Persons over age 65 years
	Aggregate Period:	104 Weeks 52 Weeks over age 60
	Elimination Period	14 Days



# SCHEDULE OF COMPENSATION

## SCHEDULE 3 – OUTSIDE WORKING HOURS PROTECTION

### SECTION A – CAPITAL BENEFITS

Cover under this section is included only for the events specified in the schedule. The compensation for each event is payable as a percentage of the capital sum insured specified in the schedule.

#### THE EVENTS

Injury, as defined, resulting in:

#### THE COMPENSATION

1.	1 (a) Death with Dependants	1.(a)	100%
	1 (b) Death without Dependants	1.(b)	100%
2.	Loss of Independent Existence	2.	100%
3.	Permanent and incurable paralysis of all limbs	3.	100%
4.	Permanent Total Loss of sight on one or both eyes	4.	100%
5.	Permanent Total Loss of use of one or two limbs	5.	100%
6.	Permanent and incurable insanity	6.	100%
7.	Permanent Total Loss of hearing in:	7.	
	(a) Both ears	(a)	100%
	(b) One ear	(b)	20%
8.	Permanent Total Loss of lens of one eye	8.	60%
9.	Permanent Total Loss of use of fingers:	9.	
	(a) three joints per finger	(a)	10%
	(b) two joints per finger	(b)	8%
	(c) one joint per finger	(c)	5%
10.	Permanent and Total Loss of use of one thumb of either hand:	10.	
	(a) both joints	(a)	30%
	(b) one joint	(b)	15%
11.	Permanent and Total Loss of use of toes of either foot:	11.	
	(a) all one foot	(a)	15%
	(b) great-both joints	(b)	5%
	(c) great-one joint	(c)	3%
	(d) other than great each toe	(d)	1%
12.	Fractured leg or patella with established non union	12.	10%
13.	Permanent disability not otherwise provided for under Events 3 to 15 inclusive	Such percentage of the Capital Sum Insured that we shall in our absolute discretion determine and being in our opinion not inconsistent with the benefits provided under Events 3 to 15 inclusive.	
14.	Burns or disfigurement extending to more than 50% of the entire body	14.	20%
15.	Loss of at least 50% of all sound and natural teeth including capped or crowned teeth – per tooth.	15.	1%

## **SECTION B WEEKLY INJURY BENEFIT**

Cover under this section is included only if specified in the schedule.

### **THE EVENTS**

Injury, as defined, resulting in:

- 16. Temporary Total Disablement
- 17. Temporary Partial Disablement

### **THE COMPENSATION**

- 16. During such disablement the amount per week specified in The Schedule or Income as defined whichever is the lesser.
- 17. During such disablement 25 per cent of event 16 per week.  
If the Insured Person is able to return to work in a reduced capacity then the compensation payable shall be calculated as the difference between the compensation for Event 16 per week and the current Income received from the reduced work capacity. If the Insured Person is able to return to work in a reduced capacity, but declines to do so then the compensation payable will be reduced to 25 per cent of the compensation for Event 16 per week.

## **SECTION C WEEKLY SICKNESS BENEFIT**

Cover under this Section is included only if specified in the schedule.

### **THE EVENTS**

Sickness, as defined, resulting in:

- 18. Temporary Total Disablement
- 19. Temporary Partial Disablement

### **THE COMPENSATION**

- 18. During such disablement the amount per week specified in The Schedule or Income as defined whichever is the lesser.
- 19. During such disablement, if the Insured Person is able to return to work in a reduced capacity then the compensation payable shall be calculated as the difference between the compensation for Event 18 per week and the current Income received from the reduced work capacity.

## DEFINITIONS

1. **ELIMINATION PERIOD** means the period commencing with the first day of Temporary Total or Temporary Partial Disablement for which medical treatment was sought in respect of Injury or Sickness and for which no compensation is payable.
2. **DEPENDANT** 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 or Sickness 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.
3. **FINGERS, THUMB OR TOES** means the digits of a hand or foot
4. **FOOT** means the entire foot below the ankle.
5. **HAND** means the entire hand below the wrist.
6. **INCOME** means the average of an Insured Person's weekly income net of business expenses but before personal deductions and income tax earned from personal exertion in his or her usual business, profession, occupation or employment for the number of weeks so engaged during the twelve month period immediately preceding Injury or Sickness resulting in any of the events covered by this Policy including overtime and allowances, Workers' Compensation payments, travel allowance, tea moneys, accommodation and holiday loading payments, but excluding reimbursement of expenses, long service leave paid but not taken and other non regular income.
7. **INDEPENDENT EXISTENCE** means the ability to dress, bathe, toilet and feed without assistance.
8. **INJURY** means a physical injury caused by a violent, external and visible means which occurs fortuitously whilst this insurance is in force and which results in any of the events specified in the policy, within twelve (12) calendar months from the date of its occurrence, but does not include any condition which is also a Sickness.
9. **INSURED PERSON** means the description of Insured Person as shown in the schedule so long as he or she remains in the employment of the Insured or otherwise as agreed by Us in writing and is employed by You and for whom insurance contributions have been paid or agreed to be paid. Cover under this Policy for an Insured Person shall start from the commencement date of the Policy Period as shown in The Schedule or from the commencement date he or she commenced employment with You, whichever is the later.  
\*See Additional Benefits No.3, Extended Cover for Insured Persons.
- 10 **INSURED** means the employer or entity as named in the schedule.
11. **POLICY PERIOD** means the period specified in the schedule attached, or any subsequent period in respect of which You pay and We accept the premium required for the continuation of this Policy as provided in Condition 3 (see Conditions applicable to all sections of this policy-3)

**12. PREMIUM DUE DATE** means:-

- (a) in the case of monthly paid premiums – the end of each month when the monthly premium installment is payable; or
- (b) in the case of annually paid premiums – the end of each 12 month period when the annual premium is payable.

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

**14. PARAPLEGIA** means Permanent and entire paralysis of both legs.

**15. QUADRIPLEGIA** means Permanent and entire paralysis of both legs and both arms.

**16. PRE-EXISTING CONDITIONS** means any medical condition, sickness or disease for which the Insured Person has required treatment or advice from a medical practitioner, chiropractor or physiotherapist, or for which the Insured Person has taken prescribed drugs, in the twelve (12) month period before the Insured Persons commencement date of cover under this policy.

**17. SICKNESS** Any illness or disease which first manifests itself during the Policy Period (other than as excluded by the Exclusions section of this policy) which results within twelve (12) calendar months from the date of the first occurrence or manifestation of the illness in any of the Events specified in the Policy. Sickness excludes any Pre-Existing Conditions.

**18. SCOPE OF COVER** means the operative time of cover under each cover section of this policy as specified in the policy schedule.

**19. STUDENT** means an Insured Person who is either a full time or part time student and is under the age of 26 years.

**20. TEMPORARY TOTAL DISABLEMENT** means that as a result of Injury or Sickness the Insured Person is wholly and continuously prevented from engaging in his or her usual occupation in Australia, and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner other than themselves.

**21. TEMPORARY PARTIAL DISABLEMENT** means disablement which prevents the Insured Person from carrying out a substantial part of the normal duties of his or her usual business or occupation in Australia.

**22. TOTAL LOSS** means the Permanent and total physical loss of the body part referenced in the Table of Events. Where that body part is a Limb, Hand, Foot, Finger or Toe, Total Loss means the Permanent and total physical loss or loss of use of that body part referenced in the Table of Events, or for an eye entire and irrecoverable loss of sight in that eye or for an ear entire and irrecoverable loss of hearing in that ear or speech entire and irrecoverable loss of speech.

**23. YOU/YOUR** means the employer (the Insured) shown in the schedule.

**24. WE/OUR/US** means the insurer, Allianz acting through its agent AFA Pty Ltd, ABN 83 067 084 333.

## EXCLUSIONS

This Policy shall not apply to any Event directly caused by or resulting from:

- 1
  - (i) War, hostilities or warlike operations (whether war be declared or not);
  - (ii) Invasion;
  - (iii) Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs;
  - (iv) Civil War;
  - (v) Riot;
  - (vi) Rebellion;
  - (vii) Insurrection;
  - (viii) Revolution;
  - (ix) Overthrow of the legally constituted government;
  - (x) Civil commotion assuming the proportions of, or amounting to, an uprising;
  - (xi) Military or usurped power;
  - (xii) Explosions of war weapons;
  - (xiii) Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined;
  - (xiv) 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;
  - (xv) Terrorist activity;

For the purpose of this exclusion;

- i) 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 actual 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);
- ii) 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;
- iii) 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 animal;
- iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-

organism(s) and/orbiologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals;

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly 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 (i) to (xv) above;

2. (i) the Insured Person being a pilot or crew member of any aircraft; or  
(ii) the Insured Person engaging in any aerial activity except as a passenger in any properly licensed aircraft;
3. Deliberately self-inflicted injury;
4. Pre-existing Condition (see Definition No. 16);
5. The Insured Person being under the influence of intoxicating liquor or having a blood alcohol content over the prescribed legal limit or being under the influence of any drug other than a drug taken or administered by, or in accordance with the advice of a legally qualified medical practitioner, when driving or operating any motor vehicle;
6. The Insured Person engaging in or training for any code of football (except touch football);
7. The Insured Person engaging in or training for any professional sporting activity;
8. Neurosis, Psychoneurosis, Psychosis, Mental, Emotional, Depression, Stress or Anxiety condition, disease or disorder;
9. Driving or riding on motor cycles or motor scooters of any kind (i.e Bi, Tri or Quad) if the Insured Person is a;
  - a) A probationary, learner or unlicenced motor cycle rider,
  - b) A rider whilst the motor cycles is being ridden on other than a permanent sealed surface which is constructed of bitumen or concrete
  - c) A rider of any motor cycle engaging in any form of competition, race or trial.
  - d) A rider of any motorcycle on a racetrack during a racetrack open date whether they paid for access or otherwise;
10. Sexually Transmitted Disease (STD), Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection.

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

## **SPECIAL PROVISIONS – GENERAL**

### **1. COMPENSATION SHALL NOT BE PAYABLE;**

- (a) (i) Under more than one of the Events 2 to 7 (Schedules 1 and 2, Section A) or Events 2 to 7a (Schedule 3, Section A) in respect of the same period of time; or
- (a) (ii) If an Insured Person suffers multiple Injuries in the same Injury and is entitled to Compensation under more than one of Events 8 to 51 (Schedules 1 and 2, Section A) or Events 8 to 15 (Schedule 3, Section A) – We will pay Compensation for more than one Event – providing the total Compensation payable in respect of this Provision (ii) shall not exceed \$80,000.
- (b) Under any Events in excess of the Aggregate Period shown against such Events in respect of any one Injury or Sickness.
- (c) For the Elimination Period.
- (d) Beyond the date of the Insured Person's Death.

### **2. CAPITAL BENEFITS LIMITATION**

#### **SCHEDULE 2 – JOURNEY PROTECTION**

(BENEFITS REDUCED BY WORKERS COMPENSATION OR TRANSPORT ACT)

- (a) Compensation payable under this Policy in respect of Capital Benefits – Events 1 to 51 in Schedules 1 and 2, Section A shall be reduced by any amount the Insured Person is entitled to receive under any Motor Vehicle Act or Transcover or Transport Accident Act or Workcover or Workers Compensation Act or other Statutory body having similar effect.

#### **SCHEDULE 3 – OUTSIDE WORKING HOURS PROTECTION**

- (b) (NO COMPENSATION PAYABLE IF ENTITLED TO WORKERS COMPENSATION)

Compensation payable under Schedule 3, Section A of this Policy SHALL NOT be payable when an Insured Person is entitled to receive Benefits under any Workcover or Workers Compensation Act or other Statutory body having similar effect.

- (c) (COMPENSATION REDUCED IF ENTITLED TO TRANSPORT ACT)  
Compensation payable under Schedule 3, Section A of this Policy shall be reduced by any amount the Insured Person is entitled to receive under any Motor Vehicle Act or Transcover or Transport Accident Act or other Statutory body having similar effect.

### **3. WEEKLY BENEFITS LIMITATION**

Compensation payable under Sections B (Weekly Injury Benefit) or Sections C (Weekly Sickness Benefit) is limited to the amount insured or the Insured Person's Weekly Income whichever is the lesser.  
If an Insured Person is entitled to receive:

- (a) disability benefits under any other policy of insurance; and/or
- (b) disability benefits under the Wrongs Act or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or Workcover or Workers' Compensation Act or other Statutory body having similar effect; and/or

- (c) sick leave entitlements taken, earned Income from any other occupation - then compensation payable under Section B or Section C will be reduced by the amount necessary to limit Our payments to his or her Income.
4. The maximum amount payable for any Insured Person in respect of Sections A – Capital Benefits for any Event or series of Events occurring during a Policy Period is limited to the compensation shown in the schedule(s).
5. Compensation for a period of less than one week will be paid at the rate of one-seventh (1/7<sup>th</sup>) of the Weekly Benefit for each day during which disability continues.
6. If an Insured Person suffers a recurrence of Temporary Total or Temporary Partial Disablement from the same or related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless between such periods the Insured Person has worked on a full time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new Injury or Sickness and a new Elimination Period shall apply.
7. **AGGREGATE LIMIT OF LIABILITY:**
- (a) Except as provided under 7(b), Our total liability for all claims arising under this Policy during any Policy Period shall not exceed the amount set out in The Schedule.
- (b) Our total liability for claims arising under this Policy during any Policy Period relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes shall not exceed the amount set out in The Schedule.
8. **INSURED PERSON – LIMIT OF LIABILITY**  
Our total liability during any 24 months period in respect of any Injury to an Insured Person arising out of any one event, shall not exceed \$250,000.

## **ADDITIONAL BENEFITS**

1. **REHABILITATION & RETURN TO WORK ASSISTANCE**  
In the event of the payment of a claim under any Section A of this Policy, We at Our absolute discretion may elect to assist the Insured Person in arranging for:
- tuition or advice from a licensed vocational school, provided such tuition or advice is undertaken with the agreement of the Insured Person's attending physician;
  - Professional rehabilitation assistance in a "return to work" program;
  - family counseling to help the Insured Person and his or her family cope with the Insured Person's disability and to enable the Insured Person to live an independent life;
  - Modifications to the Insured Persons normal home or workplace.
- Compensation payable up to a maximum of \$10,000 (any one event)
2. **RETURN TO WORK ASSISTANCE**  
In the event of the payment of a claim under any Section A of this Policy We will assist the Insured Person in arranging for professional assistance to improve their physical and/or emotional condition. Assistance includes special equipment for and/or modifications to the Insured Person's normal home or workplace.



**3. EXTENDED COVER**

Coverage under this policy continues for a period of no more than thirty days (30) days from the date the Insured Person ceases his or her current employment with You provided that the Insured Person has accepted a position with another employer prior to ceasing his or her employment with You. If the Insured Person does not have a position to go to with another employer and ceases employment with You, then cover will cease under this Policy on the date he or she leaves Your employment.

**4. AUTOMATIC ADDITIONS AND DELETIONS CLAUSE**

This Policy extends to include automatically all Employees as nominated in the Insured's books during the course of the Policy Period, a listing of which is to be forwarded to Us on a monthly basis.

**5. FUNERAL BENEFIT - \$7,000**

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

**6. ADVANCED PAYMENTS**

We will pay the Weekly Benefit in advance for some Injuries regardless of whether the Insured Person is disabled. Subject to the condition that the Elimination period is 30 days or less, the amount We will pay by way of advance as stated in the table below, represented in terms of the Weekly Benefit the Insured Person is entitled to receive for Temporary Total Disablement. Should the Insured Person remain disabled after the period specified in the table, the normal Weekly Benefits will commence after expiry of the Elimination Period and the period of the Weekly Benefit paid in advance.

**7 FRACTURE OF ADVANCE PAYMENT**

(involving a pin, traction, a plaster cast or other immobilising structure)

THE FRACTURE:	NUMBER OF WEEKS
Femur (thigh)	8 weeks
Pelvis excluding coccyx	8 weeks
Fibula or tibia	4 weeks
Humerus (upper arm)	8 weeks
Ulna or radius (lower arm)	4 weeks
Wrist	3 weeks
Ankle	4 weeks
Patella (knee cap)	4 weeks
Clavicle (Collar bone)	3 weeks
Foot excluding toes	3 weeks

**8 BROKEN BONES BENEFIT**

If an Insured Person suffers an Injury resulting directly (and within 12 months of the date of the Injury) in:

- A. Broken or fractured bones
- B. Any surgical procedure

We will pay to the Insured Person the corresponding benefits specified in the benefits column below (subject to the terms and conditions of this Policy)

### **Broken Bones Benefit Continued....**

<b>THE CONDITIONS</b>	<b>THE BENEFITS</b>
<b>A)</b>	
Neck, skull or spine (full break)	\$10,000
Hip	\$ 1,500
Jaw, pelvis, leg, ankle or knee (other fracture)	\$ 1,000
Cheekbone, shoulder or hairline fracture of skull or spine	\$ 600
Arm, elbow or wrist (other fracture)	\$ 500
Leg, ankle or knee (simple fracture)	\$ 400
Nose or collar bone	\$ 400
Arm, elbow, wrist or rib (simple fracture)	\$ 200
Finger, Thumb, Foot, Hand or Toe	\$ 150
<b>B)</b>	
Surgical Benefit up to:	\$ 2,000

In the case of an established non-union of any of the above breaks or fractures, We will pay an additional benefit of 5% of the relevant Benefit shown in the Table of Benefits above.

Where an Insured Person suffers from more than one incident of broken or fractured bones as listed above arising from any one Injury, the maximum Benefit payable shall be the largest Benefit specified in the table of Benefits for the relevant condition suffered.

For the purpose of this benefit "Simple Fracture" means a fracture in which there is a basic and uncomplicated break of bone and which in the opinion of a legally qualified medical practitioner requires minimal and uncomplicated medical treatment: and "Other Fracture" means any fracture other than a simple Fracture.

### **9 TRAUMA BENEFITS**

In the event of an Injury, we will pay the Benefit shown in the column headed THE BENEFITS if an Insured Person suffered from a Condition specified in the column headed THE CONDITIONS set out below

<b>THE CONDITIONS</b>	<b>THE BENEFITS</b>
Terminal Injury	\$5,000
Severe Burns	\$5,000
Major Head Trauma	\$5,000
Chronic Lung Disease	\$5,000
Chronic Liver Disease	\$5,000
Chronic Renal Failure	\$5,000
Paralysis	\$5,000
Blindness	\$5,000
Major Organ Transplant	\$5,000

### **10 HOME HELP BENEFITS**

In the event of an Insured Person suffering Injury or Sickness and is in entitled to Temporary Total Disablement benefits we will pay for the cost of hiring domestic help and/or child minding services reasonably and necessarily incurred provided that:

- A such child-minding services and domestic help are carried out by persons other than members of the Insured Person's family or other relatives or persons permanently living with the Insured Person.
- B such child-minding services and domestic help is certified by a legally qualified medical practitioner as being necessary for the recovery of the Insured Person payable from the 30<sup>th</sup> day of treatment by a legally qualified medical practitioner.

The compensation payable for home help benefits shall be limited to \$200 per week payable for an aggregate period of 26 weeks.

## **11 OUT OF POCKET EXPENSES**

Where an Insured Person is entitled to benefits under Temporary Total or Partial Disablement from an Injury this Policy extends to include such reasonable costs incurred for out of pocket expenses. They are only payable upon receipts furnished by the Insured Person, to a maximum of \$5,000 at the absolute discretion of the Insurer. Out of pocket expenses covered are;

- a) Travelling expenses necessary to travel directly to hospital and medical appointments.
- b) Home cleaning and cooking (services related to home duties to a recognised home help agency/professional carer)
- c) Hire of medical aids determined as necessary expenses by a qualified health care provider, (medical expenses not claimable either partially or totally from Medicare or a private health fund if a member).

## **12 ACCIDENTAL DENTAL EXPENSES**

In the event an Insured Person and/or Dependant suffer an Accidental Dental Injury we will pay the cost for remedial dentistry incurred up to \$2,500 per event, limited to 4 events in any one Policy Period.

## **13 EMERGENCY TRANSPORT**

If an Insured Person or any of their Dependents, suffers an Injury or manifestation of a Sickness during both the Policy Period 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;
- 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 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,

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 \$10,000 any one occurrence.

## **14 VOCATIONAL TRAINING/RE-TRAINING**

If We agree that the Insured Person's Total or Partial Disablement will be assisted by the following, we at our absolute discretion and in accordance with the agreement of your qualified medical practitioner.

We will also pay up to an additional \$10,000 for:

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

## **15 STUDENT TUTORIAL BENEFITS**

In the event of an Injury Students are entitled to re-imbursement of Student tutorial fees provided that:

- (a) such fees are paid to a professional qualified tutor who continues teaching the student during the period of disability;
- (b) such fees must be certified as necessary by a legally qualified medical practitioner.

Maximum Compensation We will pay is \$5,000.

## 16 EXPOSURE

If an Insured Person suffers an Injury during this policy from an accident during this policy and that Injury causes you to be exposed to the weather:

- (a) We treat any additional Injury you suffer because of that exposure as if it were Injury caused by the original accident; and
- (b) We will pay a Weekly Benefit or, if the Injury qualifies, a Lump Sum Benefit as long as you are Totally Disabled as a result of the Injury as to satisfy the conditions and other requirements set out in this policy for payment of those benefits.

## 17 DISAPPEARANCE

We will presume that the Insured Person has died from an Injury and pay any Lump Sum Benefit you are entitled to upon death from Death by Injury if:

- (a) transport on which the Insured Persons are travelling disappears, sinks, or is wrecked during this policy;
- (b) the body is not found within 1 year from the date of that Injury; and
- (c) the Insured Person's presumed death is not excluded.

## CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

1. **COMPLYING WITH POLICY CONDITIONS:** The due observance and fulfillment of the terms of this Policy and the truth of the statements and answers in the Application, and in any statements and medical evidence required from You and/or an Insured Person in connection with this Insurance, shall be conditions precedent to Our liability to make any payment under this Policy.
2. **FRAUD:** Any fraud, mis-statement or concealment by You or an Insured Person in relation to any matter affecting this insurance or in connection with the making of any claim under it will give Us the rights provided for in the Insurance Contracts Act, including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the Policy.
3. **PREMIUM INSTALMENTS:** If Your premium for this insurance is to be paid by installment and;
  - (a) You fail to make the payment in the specified manner; or
  - (b) You fail to make payment in the specified manner and the payment is thirty (30) days overdue;

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

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

The effect of this is that this insurance will be cancelled by Us if Your installment is not received within thirty (30) days of being due and claims for Events occurring after the Premium Due Date will then be denied.

We have the right to vary Policy Benefits and Compensation at the end of each 12 month Policy Period.

Such Benefit and/or Compensation variation will be notified to You in writing at least thirty (30) days before the Premium Due Date.

4. **CANCELLATION:** The policy may be terminated at any time at Your request by giving written notice to Us, in which case We will retain Our short period rate for the time the Policy has been in force. We may cancel the Policy at any time as provided by Section 60 of the Insurance Contracts Act 1984, the period of notice to You not being less than thirty (30) days.

5. **CLAIMS PROCEDURE:**
- (a) Written notice must be given to Us within thirty (30) days of the occurrence of any Event in respect of which a claim has arisen or may arise.
  - (b) All certificates and evidence required by Us shall be furnished as required at the Insured Person's expense.
  - (c) In order to assess a claim an Insured Person shall submit to medical examination at Our expense as often as is reasonably required.
6. **REPORT OF CLAIM FORMS:** We will, upon receipt of a notice of claim furnish such forms as are usually required by Us for filing Proof of Claim.
7. **PROOF OF CLAIM:** Written Proof of Claim must be furnished to Us at Our office within ninety (90) days after the date of the Event. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to do so provided that the proof is furnished as soon as is reasonably possible and in no event except in the absence of legal capacity, later than twelve (12) calendar months from the time it would normally be required.
8. **TIME OF THE PAYMENT OF CLAIM:** Compensation other than periodic payment will be paid immediately upon receipt of due written proof of the Claim. Periodic payment will be paid fortnightly, after the Elimination Period.

**Disclaimer**

All information in this PDS is current at the time of issue. We may change the information from time to time that is not materially adverse by preparing a Product Information Update.