AFA INSURANCE

Disclaimer
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 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 obtain a paper copy free of charge by calling Us).

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


AFA INSURANCE

PRODUCT DISCLOSURE STATEMENT

# JOURNEY ACCIDENT INSURANCE

PREPARATION DATE: 30 NOVEMBER 2019
EFFECTIVE DATE: 1 JANUARY 2020

## Contents




Group Journey Accident Insurance PDS
Version No.2 NOV-2019-PDS-JOUR-10096
Compliance No: PCUS-015130-2019


# Part A: About this Journey Accident Insurance

## About AFA

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

## About the Insurer

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, and mid-sized and large companies, including multinational corporations.

## Contact Details

**AFA Pty Ltd**

PO Box R1852, Royal Exchange, NSW 1225

Telephone 02 9259 8222
Facsimile 02 9259 8200

www.afainsurance.com

**Zurich Australian Insurance Limited**

PO Box 677 North Sydney NSW 2059
Client Enquiries Telephone: 132 687

www.zurich.com.au

## About this Product Disclosure Statement

This Product Disclosure Statement (PDS) is prepared by AFA with the assistance and consent of the insurer who is responsible for it. It (and other documents We tell You form part of Your Policy) sets out the terms and conditions applying to the Journey Accident and Sickness Insurance Policy 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.

This PDS and Policy contains information that You should read and know.

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

### ABOUT THIS INSURANCE

This is an important document. You should read it carefully before making a decision to purchase this insurance. It will help You to:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs.

You need to decide if this insurance is right for You and You should read all of the documents that make up the Policy to ensure You have the cover You need.

To properly understand this Policy's significant features, benefits and risks, it is important to read:

- this **Part A – About this Group Journey Insurance** which contains important information You should be aware of.
- **Part B – Policy Wording** which contains:
  - » Cover Sections, which set out the cover available under this insurance;
  - » General Exclusions which sets out what We do not cover under any of the covers;
  - » Conditions Applicable to All Sections of the Policy which sets out the conditions and terms that apply to the Policy such as how the Insured and We can cancel the Policy.
- **Part C – Words With Special Meanings** which defines some of the important words which We use in the Policy.

### GROUP POLICY CLAUSE

AFA provides all documents relating to this insurance (such as PDS and Policy Schedule) to the relevant insurance broker (that is, Your insurance broker). If You are an association, group, corporation, or any type of group or association, that is not a natural person, and You collect monies from Your members (employees, sub-contractors, contractors as specified in the Policy) or have agreed to fund this Policy on their behalf to pay for and provide the benefits of this Policy, You must then provide access to this document to each member. If new members join Your group You must provide access to this document when they join the group.

### SOME WORDS HAVE SPECIAL MEANINGS

Certain words used in the Policy have special meanings which are defined in the Words With Special Meanings section of this document. In some cases, certain words may be given a special meaning in a particular section of the Policy when used or in the other documents making up the Policy.

Headings are provided for reference only and do not form part of the Policy for interpretation purposes.

## Summary of Cover

The following is a summary of cover only and does not form part of the terms of the insurance. See all documents that make up the Policy for full terms, conditions, exclusions and limits (including the Waiting Period) that apply. The cover is only provided for the cover sections that are specified as applicable in the Policy Schedule.

### SECTION 1 — LUMP SUM BENEFITS

Whilst on a Journey, where an Insured Person suffers an Injury and within 12 calendar months of the Injury Date it solely and directly results in their death or any of the other Insured Event, a Lump Sum Benefit specified in the Lump Sum Benefits Table will be paid.

### SECTION 2 — WEEKLY INJURY BENEFITS

Whilst on a Journey, where an Insured Person suffers an Injury and this solely and directly results in them becoming Totally Disabled within 12 calendar months of the Injury Date then Weekly Benefits will be paid after the Waiting Period. If an Insured Person has received Weekly Benefits for being Totally Disabled and is then able to return to work partially, the Policy also provides Weekly Benefits for being Partially Disabled.

### SECTION 3 — INJURY RESULTING IN FRACTURED BONES

Whilst on a Journey, where an Insured Person suffers an Injury and within 12 calendar months of the Injury Date it solely and directly results in any of the fractured bones specified in the Injury Resulting In Fractured Bones - Lump Sum Benefits Table, a benefit specified in the Injury Resulting In Fractured Bones - Lump Sum Benefits Table will be paid.

### SECTION 4 — INJURY RESULTING IN LOSS OF TEETH OR DENTAL PROCEDURES

Whilst on a Journey, where an Insured Person suffers an Injury and within 12 calendar months of the Injury Date it solely and directly results in either loss of teeth or capping of teeth, a benefit specified in the Injury Resulting In Loss of Teeth or Dental Procedures Benefits Table will be paid.

### SECTION 5 — ADDITIONAL BENEFITS

Additional covers can include Transport To and From Work Benefit, Reimbursement for Professional or Membership Fees, Escalation of Claim Benefit, Return To Work Assistance, Guaranteed Payment, Exposure, and Disappearance.

## Important Matters

We only provide cover for the amounts, up to the limit(s) and for the relevant period(s) of time specified in the Policy, including the Policy Schedule and any Supplementary Product Disclosure Statement (SPDS) and subject to its other terms. All amounts insured exclude GST.

### HOW BENEFITS ARE PROVIDED UNDER THIS INSURANCE (SOME EXCLUSIONS APPLY)

Access to benefits under this insurance to the Insured Persons is provided solely by operation of Section 48 of the *Insurance Contracts Act (1984)*. Insured Persons do not enter into any agreement with Us and cannot vary or cancel this Policy as they are not the contracting Insured. Only the Insured can do this. An Insured Person obtains access to benefits from the time they satisfy the definition of Insured Person and any other terms and conditions that are required to be eligible. Their access to benefits ends at the end of the Period of Cover or immediately when they no longer satisfy the definition of Insured Person or any other terms and conditions that are required for them to be eligible. Please refer to the documents that make up the Policy for full terms, conditions, limitations and exclusions. We do not provide any notices in relation to this insurance to Insured Persons as they are not a contracting party to the Policy. We only send notices to the Insured which is the only entity We have contractual obligations to under the Policy. Insured Persons have no right to cancel or vary the Policy or its cover – only the Insured (as the contracting party) and the Insurer can do this. If the Insurer or the Insured cancels or varies the Policy or its cover, the Insurer or the Insured does not need to obtain an Insured Person's consent to do so. Insured Persons are not obliged to accept any of the benefits of this insurance, but if they wish to make a claim under the Policy then they will have the same obligations to us as the Insured Persons would have if they were the Insured by reason of the Insurance Contracts Act. We will have the same rights against the Insured Persons as We would have against the Insured.

The insurance cover is subject to the terms, conditions, limitations and exclusions set out in this document.

Neither AFA, Zurich nor the Insured hold anything on trust for, or for the benefit or on behalf of, Insured Persons under this insurance arrangement. The Insured:

- does not act on behalf of the Insurer or an Insured Person in relation to the insurance;
- is not authorised to provide any financial product advice, recommendations or opinions about the insurance; and
- does not receive any remuneration or other benefits from Us.

Any person who may be eligible should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by Us or the Insured that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

We pay agreed benefits if an Insured Person is entitled to claim in accordance with the coverage terms by suffering a loss described in this PDS during the Period of Cover.

Cover is subject to terms, conditions, exclusions and limits. These include:

- Insured Persons are not covered for any claim that is connected with a Pre Existing Condition (a condition that existed before the Period of Cover);

- Insured Persons are required to be Totally Disabled within twelve (12) calendar months of the Injury Date to be eligible to claim;
- We will not pay any benefits which would cause Us to be in contravention of the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth)*, the *National Health Act 1953 (Cth)* or any other applicable legislation (whether in Australia or otherwise);
- We will only pay benefits up to the agreed limits specified in the Policy; and
- Cover is provided subject to the Age Limit.

Please note the above is a general summary of the cover only. Under no circumstances can this be relied on as a full description of the cover provided. Please refer to the documents that make up the Policy for full terms, conditions, limitations and exclusions (such as Waiting Period).

## OUR AGREEMENT WITH THE INSURED

The Policy is a contract of insurance between Us and the Insured. Where AFA enters into the Policy AFA does so as an agent of the Insurer (not the Insured) under an authority given to Us.

The Insured is obliged to pay the premium, and in return cover will be provided under the Policy. The Insured's contract consists of:

- this document which sets out the standard terms of cover and its limitations;
- the Policy Schedule which shows the insurance details relevant to the Insured and the Insured Persons. It may include additional terms, conditions, exclusions and limitations that amend the standard terms of this document;
- any SPDS; and
- any other document, such as an endorsement, We state forms part of the terms and conditions of Our contract with the Insured.

Together these documents make up the Policy. It is important that the Insured reads the Policy carefully, and keeps this booklet in a safe place for future reference.

We reserve the right to change the terms of the Policy where permitted to do so by law.

For all questions regarding the Policy, please contact Our Customer Service Centre on (02) 9259-8222 or Toll Free 1300 728 997, EST 8.30am to 5.00pm Monday to Friday.



## WHEN DOES THE POLICY BEGIN AND END?

The Policy:

- is entered into with the Insured and begins at 4pm on the Effective Date as shown on the Policy Schedule, subject to payment of applicable premium; and
- continues for the Period of Insurance or until the Policy ends according with the Policy terms or law (whichever occurs first).

## WHEN DOES AN INSURED PERSON'S ACCESS TO BENEFITS UNDER THE POLICY BEGIN AND END?

An Insured Person's access to benefits begins when:

- the premium in relation to the Insured Person has been paid; and
- the Insured Person meets the eligibility criteria as set out on the Policy Schedule under the description of Insured Persons or any other document issued by Us. For example, the eligibility criteria may require the Insured Person to be an employee or member of the Insured or be named on the Policy Schedule.

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

- at the time that the Insured Person no longer meets the eligibility criteria; or
- at the time the Insured requests that the Insured Person no longer be covered under the Policy as an Insured Person; or
- at the time that the Insured Person asks Us in writing to terminate their access to the insurance cover; or
- on the date and at the time shown on the Policy Schedule as the end of the Period of Insurance; or
- the date the Policy ends in accordance with Policy terms or law (for example, when the Policy is not renewed or is cancelled); or
- immediately upon the Insured Person's death; or
- immediately upon the Insured Person reaching the Age Limit listed in the Policy Schedule; or
- immediately upon the Insured Person's employment ceasing with the Insured; or
- when any premium instalment for the Insured Person being unpaid for 14 days; or
- immediately upon the Insured Person going on leave without pay from the Insured and no longer participating in their current occupational duties; or
- immediately upon the Insured Person going on maternity leave; or

- upon their claim reaching the applicable Maximum Benefit Period in the Policy Schedule.

We are not obliged to notify an Insured Person of termination of the Policy.

## 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 Period of Insurance 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 7 — Conditions Applicable to All Sections of The Policy.

## YOUR OBLIGATION TO COMPLY WITH THE POLICY TERMS AND CONDITIONS

You are required to comply with the terms and conditions of the Policy. Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law) decline or reduce any claim payment and/or cancel Your Policy.

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

## HOW TO MAKE A CLAIM

If a person needs to make a claim under the Policy, please refer to How to Make a Claim on page 26.

## HOW WE CALCULATE YOUR PREMIUM

The amount of Your premium is determined by taking a number of different matters into account. You can seek a quote at any time.

It is important for You to know that the premium varies depending on the information We receive from You about the risk to be covered by Us. Based on Our experience and expertise as an insurer, We decide what factors increase Our risk and how they should impact on the premium.

The base premium We charge varies according to a number of factors including Your risk profile. Your risk profile is based on a combination of factors that assist in determining the likelihood of a claim occurring during the Period of Insurance and the amount that the claim is likely to cost Us.



The risk factors that We take into account when calculating the premium for this Group Journey Insurance include:

- the number of Insured Persons to be covered; and
- the type and amount of cover requested.

Your premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. GST) in relation to Your Policy.

In some cases a service fee will apply where You select to pay Your premium by instalments. We tell You the total amount payable when You apply and when and how it can be paid. This is confirmed in the Policy Schedule We issue to You.

## RENEWAL

Before the Period of Insurance expires, We will confirm to the Insured via their broker whether We intend to offer a new Policy and if so on what terms. It is important to check the terms of any offer to renew (including but not limited to premium, conditions, limitations) to determine if it meets the Insured's needs. This Policy provides annual (or such shorter period as specified on the Policy Schedule) cover only and each Period of Insurance is a new contract agreement subject to all terms and conditions, limitations and exclusions. This document also applies for any offer of renewal We may make, unless We tell You otherwise.

## YOUR DUTY OF DISCLOSURE

For insureds who are not a natural person, before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

### Individuals

If You are the Insured and You are a natural person, a different duty of disclosure to the one set out above applies to You. Contact Your intermediary or Us to ensure You are notified of Your duty.

### If you do not tell us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## Privacy Notice

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

Zurich and AFA are bound by the *Privacy Act 1988*. We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about You ('Your details') to assess applications, administer policies, contact You, enhance Our products and services and manage claims ('Purposes'). If You do not provide Your information, We may not be able to do those things. By providing Us, Our representatives or Your intermediary with information, You consent to Us using, disclosing to third parties and collecting from third parties Your details for the Purposes.

We may disclose Your details, including Your sensitive information, to relevant third parties including Your intermediary, affiliates of Zurich Insurance Group Ltd, affiliates of AFA, insurers, reinsurers, Our banking gateway providers and credit card transactions processors, Our service providers, Our business partners, health practitioners, Your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain Your details from relevant third parties, including those listed above. Before giving Us information about another person, please give them a copy of this document. Laws authorising or requiring Us to collect information include the *Insurance Contracts Act 1984*, *Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999* and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at www.zurich.com.au or by telephoning us on 132 687 and AFA's privacy policy, available at https://www.afainsurance.com or by telephoning 1300 728 997, provides further information and lists service providers, business partners and countries in which recipients of Your details are likely to be located. They also set out how We handle complaints and how You can access or correct Your details or make a complaint



## General Insurance Code of Practice

Zurich is a signatory to the General Insurance Code of Practice ('Code') and AFA also proudly supports the Code.

The Code, which is written in plain English, sets out the standards that general insurers must meet when providing services to their customers, such as being open, fair and honest.

It also sets out timeframes for insurers to respond to claims, complaints and requests for information from customers.

The Code covers many aspects of a customer's relationship with their insurer, from buying insurance to making a claim, to providing options to those experiencing financial hardship, to the process for those who wish to make a complaint.

A copy of the General Insurance Code of Practice can be found at www.codeofpractice.com.au.

## Complaints and Disputes Resolution Process

If You have a complaint about this insurance product or You are dissatisfied with Our service in any way contact Us and We will attempt to resolve the matter in accordance with Our internal dispute resolution procedures. To request a copy of Our procedures, use Our contact details on the back cover.

We will respond to Your complaint within 15 working days. If You are not satisfied with Our response, You may have the matter reviewed through Our internal dispute resolution process, which is free of charge.

If You are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, You may refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to You.

Their contact details are:

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

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

## Financial Claims Scheme

Zurich is an insurance company authorised under the *Insurance Act 1973* to carry on general insurance business in Australia. As such, We are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme, (FCS) which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at http://www.fcs.gov.au

## 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 page 2 of this PDS).

Other documents may form part of Our PDS and the Policy. If they do We will tell You in the relevant document.

## Further Information and Confirmation of Transactions

If You need to confirm any Policy transaction or clarify any of the information contained in this document or if You have any other queries, please contact AFA.



# Part B: Policy Wording

## Section 1 — Lump Sum Benefits

### EXTENT OF COVER

The Policy Schedule will show which of the Insured Events (as set out in the Lump Sum Benefits Table) are covered.

Subject to any terms, conditions and exclusions of the Policy, if:

- the Insured Persons suffers from an Injury during a Journey; and
- which solely and directly results in any of the Insured Events occurring within twelve (12) months of Injury Date,

We will pay the Insured Person (or the Insured Person's executors or administrators) the benefit specified for that Insured Event in the Lump Sum Conditions Table below.

## Lump Sum Conditons Table

| No | Insured Event: | Lump Sum Benefit as a percentage of the Benefit Limit shown in the Policy Schedule against Section 1 — Lump Sum Benefits |
|---|---|---|
| 1 | Accidental Death | 100% |
| 2 | Permanent Total Disablement | 100% |
| 3 | Permanent unsound mind to extent of legal incapacity | 100% |
| 4 | Permanent and incurable Paralysis of all Limbs | 100% |
| 5 | Permanent Total Loss of sight in both eyes | 100% |
| 6 | Permanent Total Loss of sight in one (1) eye | 100% |
| 7 | Permanent Total Loss of use of one (1) or more Limbs | 100% |
| 8 | Permanent Total Loss of the lens of both eyes | 100% |
| 9 | Permanent Total Loss of lens of one (1) eye | 50% |
| 10 | Permanent Total Loss of hearing in both ears | 75% |
| 11 | Permanent Total Loss of hearing in one (1) ear | 15% |
| 12 | Third degree burns resulting in disfigurement which covers more than 40% of the entire body | 50% |
| 13 | Permanent Total Loss of four fingers and thumb of either hand | 70% |
| 14 | Permanent Total Loss of four fingers of either hand | 40% |
| 15 | Permanent Total Loss of one thumb of either hand:<br>(a) Both joints<br>(b) One joint | <br>30%<br>15% |
| 16 | Permanent Total Loss of each finger of either hand:<br>(a) Three joints<br>(b) Two joints<br>(c) One joint | <br>10%<br>7%<br>5% |
| 17 | Permanent Total Loss of toes of either foot:<br>(a) All – one foot<br>(b) Great – both joints<br>(c) Great – one joint<br>(d) Other than great toe, each toe | <br>15%<br>5%<br>3%<br>1% |
| 18 | Fractured leg or patella with established non-union | 10% |
| 19 | Shortening of leg by at least 5 cm | 7% |
| 20 | Permanent Total Disablement not otherwise provided for under events 9 – 19 inclusive | Such percentage of the Lump Sum Benefit insured stated on the Policy Schedule as We shall in Our absolute discretion determine and being in Our opinion not inconsistent with the benefits provided above. The maximum amount payable is 75% of the Lump Sum Benefit as stated on the Policy Schedule. |

We will not pay any Lump Sum Benefit for more than one Injury arising from the same event. We will pay the Insured Person the highest applicable Lump Sum Benefit.

If an Insured Person suffers an Injury resulting in any one of Lump Sum Conditions 2 to 8 and 10, We will not be liable under this Policy for any subsequent Injury to that Insured Person.

An Insured Person can only claim one benefit for any one Injury.

Any benefit payable will be reduced by any amount of any other Benefit We have paid or are liable to pay in connection with the same Injury.

# Section 2 — Weekly Injury Benefits

## EXTENT OF COVER

The Policy Schedule will show which of the Insured Events (as set out in the Weekly Benefits Table) are covered.

Subject to any terms, conditions and exclusions of the Policy, if the Insured Person suffers from an Injury:

- during a Journey; and
- which solely and directly results in a covered Insured Event within 12 months of the Injury Date for a period longer than the Waiting Period,

We will pay the Insured Person the relevant Weekly Benefit set out in the Weekly Benefits Table for the period the covered Insured Event continues:

- from the end of the Waiting Period;
- for a period up to the Maximum Benefit Period after the Waiting Period.

### Weekly Injury Benefits Table

| No | Insured Event | Weekly Benefit |
|---|---|---|
| 21 | Total Disablement | During the period of Total Disablement, the percentage of the Insured Person's Pre-Disability Earnings shown in the Policy Schedule up to a maximum of the Weekly Benefit amount shown on the Policy Schedule. |
| 22 | Temporary Partial Disablement | During the period of Partial Disablement, the difference between the percentage of the Insured Person's Pre-Disability Earnings shown in the Policy Schedule and their Current Weekly Gross Earnings derived from their reduced employment capacity up to a maximum of the Weekly Benefit amount shown in the Policy Schedule.<br><br>Should the Insured Person be able to return to work in a reduced capacity but elects not to so do, then the benefit payable shall be 25% of the amount payable for Total Disablement. |



## 2.1 MAXIMUM BENEFIT PERIOD

We only pay a Total Disablement Benefit for or during the period the Insured Person is Totally Disabled up to the Maximum Benefit Period.

We will not pay a Temporary Partial Disablement Benefit for any period greater than the Maximum Benefit Period specified in the Policy Schedule for the relevant Period of Insurance. We will only pay up to the Maximum Benefit Period less the period for which the Total Disablement Benefit was paid.

## 2.2 WAITING PERIOD

A Waiting Period is specified on the Policy Schedule. We will not pay the Insured Person any Weekly Benefit for or during the Waiting Period. We start paying the relevant Weekly Benefit from the end of the Waiting Period.

The Waiting Period applies to all claims made under this section.

## 2.3 WHEN WEEKLY BENEFITS ARE PAID

Weekly benefits are paid fortnightly in arrears. We will pay 1/7th of the Weekly Benefit for each day that benefits are payable.

## 2.4 RECURRENCE CLAIMS

If the Weekly Benefit has been paid for a period that is less than the Maximum Benefit Period and the Insured Person is able to claim a Weekly Benefit as a result of a recurrence of the same Injury within 6 months after their previous Total Disability or Partial Disability ended, then any Weekly Benefit otherwise payable in relation to this recurrence is only payable for the balance (if any) of the Maximum Benefit Period.

If the Waiting Period has already been served in respect of the Weekly Benefit then no further Waiting Period will apply in respect of the recurrence of an Injury.

This extension is subject to all other terms, conditions and exclusions of the Policy. If, therefore, the Insured Person suffers a recurrence more than 6 months after their previous Total Disability or Partial Disability ended, then this is deemed a new claim subject to all other terms, conditions and exclusions of the Policy including the requirement that the new period of Total Disability has begun within 12 calendar months of the original Injury Date.

## 2.5 REDUCTION OF THE WEEKLY BENEFIT – OTHER PAYMENTS

If the Insured Person receives or is entitled to receive during the Period of Cover for being Totally Disabled or Partially Disabled :

- periodical benefits or certain types of insurance payments (e.g. Workers Compensation payments) of any kind for the Injury which caused the Total Disablement or Partial Disablement, We will deduct the periodical payments of these amounts from the Weekly Benefit amount We pay under the Policy referable to the same period (but not below zero); or
- wages, salary, paid sick leave or income from personal exertion or any other source, We will deduct the wage, salary, paid sick leave or income from any other source from the weekly benefit amount We pay under the Policy referable to the same period (but not below zero) ; or
- insurance or compensatory lump sum payments (be it an award by a Court or Tribunal, a settlement or through a statutory scheme) for the Injury which caused the Total Disablement or Partial Disablement, We will stop the payments of the Weekly Benefits payable under this Policy and all Weekly Benefits paid must be repaid, to the extent that the lump sum payment is greater than the Weekly Benefits paid or payable.

  Where the lump sum is less than the total Weekly Benefits payable, Weekly Benefits will recommence from the date on which the amount of the lump sum equals the amount which would have otherwise been payable to the Insured Person if they had not received the lump sum.

If the Insured Person receives the above payments from other parties after the claim with Us is finalised, the Insured Person must repay Us in accordance with the above.



# Section 3 — Injury Resulting in Fractured Bones

## EXTENT OF COVER

We will provide benefits under this section only if the Policy Schedule shows an amount against Section 3 — Injury Resulting in Fractured Bones — Lump Sum Benefits.

Subject to any terms, conditions and exclusions of the Policy, if the Insured Person suffers an Injury during a Journey, which solely and directly results in any of the covered Insured Events occurring within twelve (12) months of the Injury Date, We will pay the Insured Person the benefit specified for that Insured Event in the Injury Resulting In Fractured Bones — Lump Sum Benefits Table below.

**Injury Resulting In Fractured Bones Lump Sum Benefits Table**

| No | Insured Event Fracture of: | Lump Sum Benefit amount as a percentage of the Lump Sum Benefit Limit shown in the Policy Schedule against Section 3 — Injury Resulting in Fractured Bones – Lump Sum Benefits |
|---|---|---|
| 23 | Neck, skull or spine (complete fracture) | 100% |
| 24 | Hip, Pelvis | 75% |
| 25 | Shoulder blade, jaw, leg, ankle or knee (other fracture) | 50% |
| 26 | Collarbone, cheekbone, hairline fracture of skull or spine | 30% |
| 27 | Arm, elbow, wrist or ribs (other fracture) | 25% |
| 28 | Jaw, pelvis, leg or ankle (simple fracture)<br>hand, foot or nose | 20% |
| 29 | Arm, elbow, wrist or ribs (simple fracture) | 10% |
| 30 | Finger, thumb or toe | 7.5% |

In the case of an established non-union of any of the above fractures, We will pay an additional benefit of 5% of the amount shown on the Policy Schedule against Section 3 — Injury Resulting In Fractured Bones — Lump Sum Benefits.

The maximum benefit payable for any one Injury resulting in fractured bones shall be shown on the Policy Schedule against Section 3 — Injury Resulting In Fractured Bones — Lump Sum Benefits.

More than one event can be claimed for in relation to any one Accident that results in an Injury, up to the Benefit Limit shown in the Policy Schedule against Section 3 — Injury Resulting In Fractured Bones — Lump Sum Benefits.

The maximum benefit payable for all Injuries sustained by an Insured Person that result in fractured bones during the Period of Insurance is the Lump Sum Benefit Limit for Section 3 — Injury Resulting In Fractured Bones — Lump Sum Benefits. If an Insured Person receives one or more benefits which either by themselves or collectively result in 100% of the Benefit Limit for Section 3 — Injury Resulting In Fractured Bones — Lump Sum Benefits being payable, this cover ends.

A **complete fracture** means a fracture in which the bone is broken completely across and no connection is left between the pieces.

A **simple fracture** means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Medical Practitioner requires minimal and uncomplicated medical treatment.

A **hairline fracture** means mere cracks in the bone.

**Other fracture** is any fracture other than a simple fracture.

# Section 4 — Injury Resulting In Loss of Teeth or Dental Procedures Benefits

## EXTENT OF COVER

We will provide benefits under this section only if the Policy Schedule shows an amount against Section 4 — Injury Resulting In Loss of Teeth or Dental Procedures.

Subject to any terms, conditions and exclusions of the Policy, if the Insured Person suffers an Injury during a Journey, which solely and directly results in any of the covered Insured Events occurring within twelve (12) months of the Injury Date, We will pay the Insured Person the benefit specified for that Insured Event in the Injury Resulting In Loss of Teeth or Dental Procedures — Lump Sum Benefits Table below.

**Injury Resulting In Loss of Teeth or Dental Procedures Lump Sum Benefits Table**

| No | Insured Event | Lump Sum Benefit amount as a percentage of the Lump Sum Benefit Limit shown in the Policy Schedule against Section 4 — Injury Resulting in Loss of Teeth or Dental Procedures Benefits |
|---|---|---|
| 31 | Permanent Total Loss of Teeth resulting in prosthetic replacement – per Tooth | 100% |
| 32 | Damage to Teeth resulting in prosthetic restoration – per Tooth | 50% |

The most We will pay for any one Injury resulting in either or both of the above Insured Events is shown on the Policy Schedule against Injury Resulting In Loss of Teeth or Dental Procedures.

For the purpose of this Section a **tooth** means a sound and natural permanent tooth and does not include first or milk teeth, dentures, implants or dental fillings

# Section 5 — Additional Benefits

The following additional benefits are subject to terms, conditions and exclusions of the Policy.

## TRANSPORT TO AND FROM WORK BENEFIT

Where We have agreed to pay a Weekly Benefit in relation Temporary Partial Disablement under Section 2 — Weekly Injury Benefits and as a result of the disability the Insured Person requires transportation assistance in order to get to and from their Place of Employment, We will, upon receipt of a tax invoice, refund the reasonable actual transport expenses incurred by the Insured Person up to up to a maximum amount for the maximum period shown on the Policy Schedule.

The transportation assistance must be provided by a licensed public transport provider, such as a taxi, tram, ferry operator or the like. The transport operator cannot be the Insured Person, his/her Relative or someone who lives with the Insured Person.

### RE-IMBURSEMENT OF PROFESSIONAL OR MEMBERSHIP FEES

Where We have agreed to pay a benefit in relation to Events 1 to 8 or 20 under the Lump Sum Benefits Table and where as a result of the Injury the Insured Person will no longer derive any benefit from membership or a professional association, union, industry body or similar organisation which is directly related to their employment, We will, upon receipt of a tax invoice, reimburse the Insured Person, on a pro rata basis from the Injury Date the professional or membership fees incurred for any of the above up to the maximum amount shown on the Policy Schedule per membership.

### ESCALATION OF CLAIM BENEFIT

After payment of a benefit under Section 2 — Weekly Injury Benefits continuing for twelve (12) months, and again after each subsequent period of twelve (12) months for which a Weekly Benefit is payable, the Weekly Benefit will be increased by the average percentage increase of the All Groups Consumer Price Index for the prior four quarters (as at the annual date the increase is due) or 5% (whichever is lower) compounded per annum while the Weekly Benefit is being paid.

### RETURN TO WORK ASSISTANCE

Where We have agreed to pay a benefit under Section 2 — Weekly Injury Benefits, We will, upon receipt of an invoice, reimburse expenses incurred for participation by the Insured Person in a return to work program, retraining program or rehabilitation program, provided that such participation is undertaken with Our prior written consent and the agreement of the Insurance Person's Medical Practitioner. We will pay the actual costs incurred up to the maximum amount stated in the Policy Schedule against this benefit.

### GUARANTEED PAYMENT

Where a benefit is payable under this Policy under Total Disablement Event 21 under Section 2 — Weekly Injury Benefits, We will immediately pay 12 weeks benefits provided that proper medical evidence is provided from a Medical Practitioner certifying that the total period of Temporary Total Disablement will be a minimum of 26 weeks.



### EXPOSURE

If during the Insured Person's Period of Cover and whilst on a Journey, the Insured Person is exposed to the elements as a result of an Accident and within twelve (12) months of the Accident the Insured Person suffers from any of the Events as a direct result of the exposure, the Insured Person will be deemed for the purpose of the Policy to have suffered an Injury on the date of the Accident.

### DISAPPEARANCE

If during the Insured Person's Period of Cover, the Insured Person disappears during a Journey following the disappearance, sinking or wrecking of a covered conveyance in which the Insured Person was travelling and the Insured Person's body has not been found within twelve (12) months of the date of disappearance, We will pay a Lump Sum Benefit for Accidental Death under Section 1 — Lump Sum Benefits on the assumption that the Insured Person has died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance. If the Insured Person is later found to be alive, then the amount We have paid is to be refunded.

## Section 6 — General Exclusions

**6.1** No compensation or benefit is payable under the Policy for any Event caused by, arising out of, or in any way related to or connected with:

a) declared or undeclared War or Civil Hostilities or taking part in operations or service in the armed services;

b) utilisation of Weapons of Mass Destruction or any Terrorist Activity, the use, existence or escape of nuclear material or ionizing radiation, or contamination by radioactivity from any nuclear fuel or other nuclear substance;

c) the Insured Person's illegal or criminal act;

d) You being under the influence of intoxicating liquor, where in the opinion of the Medical Practitioner excessive alcohol consumption has caused or contributed to the claim and having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Medical Practitioner and taken in accordance with the Medical Practitioner's advice;

e) any infection or complications from Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC);

f) flying, parachuting, hang gliding, ballooning, or any other aerial activity except as a fare paying passenger on an airline with scheduled flights unless stated otherwise on Policy Schedule;

g) suicide or attempted suicide; intentional self-injury or attempted self-injury;

h) any Pre Existing Medical Condition;

i) delay or consequential loss of any description;

j) pregnancy complications, childbirth or miscarriage after the thirty third (33rd) week of pregnancy. No benefit shall be payable during any period of maternity leave or for any complications arising after the thirty third week of pregnancy;

k) any other exclusion set out in the Policy Schedule.

**6.2** We will not pay any benefits:

a) before the date on which an Insured Person first consulted a Medical Practitioner for the relevant Injury.

b) unless otherwise provided for specifically under the Policy (such as an Accidental Death Benefit) after the Insured Person dies;

c) that if the benefits were paid, that payment would result in Us breaching the *Health Insurance Act 1973 (Cth*), the *Private Health Insurance Act 2007 (Cth)*, or the *National Health Act 1953 (Cth)* or any other applicable legislation (whether in Australia or otherwise);

d) in respect of any Injury, or recurrence of any Injury (in the aggregate) for longer than the Maximum Benefit Period whether there is a recurrence or otherwise;

e) for any event covered under this Policy if at the time of the Injury or at the time of the Insured Person accessing cover under the Policy, they were not legally resident in Australia or were not legally entitled to work in the occupation shown on Policy Schedule or any other eligible occupation for which We have agreed to provide cover to Insured Persons.



# Section 7 — Conditions Applicable To All Sections Of The Policy

## 7.1 YOUR CONTACT DETAILS

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

## 7.2 NOTICES

Notices should be sent to AFA at the address shown on page 2 of this PDS. If either AFA or the Insurer sends a notice by post, the notice is regarded as having been received within 3 business days of being sent.

## 7.3 FRAUD

Any fraud, mis-statement or concealment by the Insured 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.

## 7.4 PREMIUM INSTALMENTS

If the premium is payable by instalments and the Insured fails to make payment in the specified manner and the payment is 14 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 14 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.

## 7.5 CANCELLATION RIGHTS

### By the Insured

The Policy may be terminated by the Insured at any time at the Insured's 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 and any taxes and duties We cannot recover.

### By Us

We may cancel the Policy in any way permitted by law, including if the Insured or an Insured Person (where relevant) has:

a) failed to comply with its Duty of Disclosure;

b) made a misrepresentation to Us before the Policy was entered into;

c) failed to comply with a provision of the Policy, including failure to pay a premium;

d) made a fraudulent claim under the Policy or any other policy; or

e) failed to notify Us of a specific act or omission as required by the Policy.

If We cancel the Policy We will do so by giving the Insured written notice. We will deduct from the insurance contribution an amount to cover the shortened period for which insurance applied and any taxes and duties We cannot recover, and refund the balance to the Insured.

## 7.6 HOW TO MAKE A CLAIM

### Notification

The Insured or Insured Person must tell Us as soon as possible (but after the Insured Person sustains an Injury which may give rise to a claim under the Policy) about a potential claim. 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.

### Claim Forms

When We are notified of a potential claim, We will send claim forms which must be completed and returned to Us within 30 days.

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

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

a) written authorities allowing Us to access medical, financial or other relevant information, which may include personal and sensitive information;

b) evidence of the Insured Person's income, earnings or periodic payments they received from other sources. We may require verification of this information by way of a financial audit; and

c) details of any other insurance covering the same, or similar, condition for which the Insured Person is making the claim.

### Co-operation

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

### Subrogation

We are entitled to commence or take over legal proceedings in the Insured or Insured Person's name for the defence or settlement of any claim, or to sue or prosecute any other person to recover any monies payable by them at law. No action must be taken to prejudice any such right of recovery and the Insured and Insured Person must cooperate and do all things necessary to enable the recovery action to be prosecuted. This includes providing any statements, documents or assistance We require, including the giving of evidence in court.

### Time of the payment of a claim

Provided We agree to the payment of the claim, periodic payment for weekly benefits will be fortnightly in arrears. Payment of any other claim will be made upon receipt and review of due written proof of the claim.

## 7.7 INSPECTION RIGHTS

At regular intervals the Insured must enter the name and earnings of Insured Persons, employees, contractors and sub-contractors in a proper wages book or spreadsheet. AFA, on behalf of the Insurer, shall be permitted to examine the earnings of all employees, contractors and subcontractors at any reasonable time, and from time to time, until two years after the expiry of the Policy or until final adjustment (if applicable) and settlement of all claims hereunder, whichever is the later.

## 7.8 GST NOTICE

The following is a GST provision in relation to the Insured's premium and Our payment to Insured Persons for claims. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

a) Limit of liability/sum insured/Benefit Limits

All monetary limits in this Policy are exclusive of any GST (see below) that may be applicable.

b) Claim settlements – Where We agree to pay

When We calculate the amount We will pay to the Insured Persons We will have regard to the items below:

i. Where Insured Persons is liable to pay an amount for GST in respect of an acquisition relevant to the claim We will pay the GST amount.

If the sum insured, limit of liability or Benefit Limit is not sufficient to cover the loss of Insured Persons, We will only pay the GST amount that relates to Our settlement of the claim.

The sums insured, limits of liability and Benefit Limit are exclusive of any GST amounts, and therefore the total amount We will pay (including any GST amounts) may exceed the applicable sum insured or limit of liability.

We will reduce the GST amount We pay for by the amount of any input tax credits to which the Insured Persons are or would be entitled;

ii. Where We make a payment under this Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that Insured Persons would have been entitled to had the payment been applied to a relevant acquisition;

c) Disclosure – Input tax credit entitlement

If the Insured registers, or is registered, for GST the Insured is required to tell Us their entitlement to an input tax credit on the Insured's premium. If the Insured fails to disclose or the Insured understates its entitlement, the Insured may be liable for GST on a claim We may pay. This Policy does not cover Insured Persons or the Insured for this GST liability, or for any fine, penalty or charge for which they may be liable.



## 7.9 AGGREGATE LIMIT OF LIABILITY

Aggregate Limit of Liability as shown on the Policy Schedule is Our total liability for all claims arising under the Policy during any one (1) Period of Insurance.

In the event that claims made under the Policy exceed the Aggregate Limit of Liability, We will reduce payments made with respect to each Insured Person as determined by Us. Any determination as to the amount payable in these circumstances shall be made at Our entire discretion and shall not be the subject of any challenge of any kind.

## 7.10 CHANGE OF BUSINESS ACTIVITY

The Insured must inform Us as soon as is reasonably practicable of any alteration in the Insured's business activities which increases the risk of a claim being made under the Policy.

## 7.11 CURRENCY

All amounts shown on the Policy are in Australian Dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Australian dollars will be the rate at the time of incurring the expense or suffering a loss.

## 7.12 GOVERNING LAW AND JURISDICTION

Your Policy is governed by the laws of Australia. Any dispute relating to Your Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which Your Policy was issued.

## 7.13 SANCTIONS REGULATION

Notwithstanding any other terms or conditions under this Policy, We shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to You or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of Yours would violate any applicable trade or economic sanctions, law or regulation.

# Part C: Words with Special Meanings

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

**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.

"Accidental" shall be construed accordingly.

**Accidental Death** means death occurring as a result of an injury.

**AFA** means AFA Pty Ltd acting as agent of the insurer.

**Age Limit** means the maximum age as shown on the Policy Schedule (if any). No cover will be provided under the Policy to persons whose age falls above the maximum limits.

**Aggregate Limit of Liability** means the aggregate limit of liability for all Insured Persons during one Period of Insurance as set out in the Policy Schedule.

**Benefit Limit** means the maximum amount We will pay for any benefit under the Policy.

**Current Weekly Gross Earnings** means for the period that the Insured Person remains Partially Disabled, the weekly equivalent of the Insured Person's gross annual remuneration from their employer for their personal exertion, but not including over-time payments, bonuses, commissions or allowances (unless confirmed as included on the Policy Schedule) or any income that is not derived from the Insured's personal exertion for their employer. For self-employed Insured Persons, Current Weekly Gross Earnings means for the period that the Insured Person remains Partially Disabled, income net of business expenses, but before personal deductions and income tax.

**Dependent Children** of an Insured Person means the Insured Person's unmarried dependent children under nineteen (19) years of age, or under twenty five (25) years of age if they are full time students and primarily dependent on the Insured Person for maintenance and support. It also means the Insured Person's unmarried children over nineteen (19) years of age who are physically or mentally incapable of self support.

**Direct Route** means travel between an Insured Person's Place of Residence and his or her Place of Employment and shall include any minor deviations or interruptions which in no way increase the risk of Injury that would have normally arisen had the Insured Person travelled directly.

**Effective Date** means the effective date of the Policy as set out in the Policy Schedule.

**Family** means the Insured Person's Spouse or Partner and any Dependent Children.

**Injury** means a bodily injury (including death) resulting solely and directly from an Accident and which occurs independently of any other cause or condition, including but not limited to any other Injury or sickness, where the Injury and the Accident occur during the Insured Person's Period of Cover.
Injury does not include:
(a) any sickness, illness disease or a condition ordinarily described as a sickness;
(b) a Pre Existing Medical Condition;
(c) 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.

**Injury Date** means the earlier of:
(a) the date the Insured Person's Medical Practitioner reasonably diagnoses as the most likely date of the Injury;
(b) the date Our Medical Practitioner reasonably diagnoses as the most likely date of the Injury;
(c) the date the Insured Person first became aware of the Injury or a reasonable person in the circumstances would have been aware of the Injury;
(d) the date the Insured Person first received medical treatment for the Injury; and
(e) the date the Injury is first diagnosed by a Medical Practitioner.

**Insurance Contracts Act** means the *Insurance Contracts Act 1984 (Cth)* as amended from time to time.

**Insured** means the company or entity specified as the Insured in the Policy Schedule.

**Insured Person(s)** means the person(s) or class(es) of person who meets the eligibility criteria specified on the Policy Schedule. 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*.

**Journey** means travel during the Period of Cover on a Direct Route by an Insured Person for the purposes of his or her employment with the Insured. The Journey also includes activities undertaken during the lunch and meal breaks.

**Limb** means the entire limb below the shoulder or below the hip.

**Maximum Benefit Period** means the Maximum Benefit Period shown in the Schedule commencing from the date the Insured Person first becomes entitled to Weekly Benefits.

**Medical Practitioner** means a legally qualified Medical Practitioner (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 the Insured's business associate and is acting within the scope of their registration and pursuant to the relevant laws.

**Paralysis** means the total and permanent loss of the use of:
(a) one or more of the Insured Person's lower limbs (paraplegia); or
(b) both the Insured Person's lower limbs and both the Insured Person's upper limbs (quadriplegia), due to spinal cord injury.

**Partial Disablement**, **Partial Disability, Partially Disabled** is where an Insured Person has been continuously Totally Disabled as the result of an Injury for which the Insured Person has received a Total Disability Benefit and immediately after that period of Total Disability the Insured Person is capable of returning to work in reduced or alternative light duties and/or reduced hours.

**Period of Cover** means the period during the Period of Insurance in which cover is provided to an Insured Person as explained in the "When does an Insured Person's access to benefits under the Policy begin and end?" see page 7.

**Period of Insurance** means the period as set out in the Policy Schedule which the Policy will operate unless ending earlier in accordance with the Policy or law.

**Permanent Total Disablement** means Total Disablement which continues for twelve (12) consecutive months and at the expiry of that time in Our opinion is beyond hope of improvement and which will entirely prevent the Insured Person forever from engaging in any profession, occupation or employment for which the Insured Person is reasonably qualified by training, education or experience.

**Permanent Total Loss** means the full and permanent loss of the use of the part of an Insured Person's body referred to in the Accidental Death and Lump Sum Conditions Benefits Table resulting from an Injury but not Sickness.

**Place of Employment** means the Insured Person's usual place of employment with the Insured or the first or last place of business activity as an employee of the Insured for that day.

**Place of Residence** means an Insured Person's usual place of residence or, where temporarily absent from this location, the Insured Person's temporary abode.



**Policy** means Our contract with the Insured, consisting of this document, the Policy Schedule and any other documents We state form part of the terms and conditions of Our contract with the Insured.

**Policy Schedule** means the Policy Schedule that We issue which sets out the specific details for the Insured and Insured Persons.

**Pre-Disability Earnings** means the weekly equivalent of the Insured Person's gross annual remuneration from their employer for their personal exertion, averaged over the 12 months (or any shorter period that they have been engaged in their occupation) prior to the Injury which caused their Total Disability, exclusive of over time payments, bonuses, commissions or allowances (unless confirmed as included on the Policy Schedule) or any income that is not derived from the Insured's personal exertion for their employer. For self-employed Insured Persons, Pre- Disability Earnings means income net of business expenses, but before personal deductions and income tax, averaged over the 12 months (or any shorter period that they have been engaged in their business) prior to the Injury which caused their Total Disability.

**Pre Existing Medical Condition** means a sickness, illness, disease, injury, condition (including any side-effects or symptoms of such a sickness, illness, disease, injury or condition) of which the Insured Person was aware or of which a reasonable person in the circumstances could be expected to have been aware, or for which the Insured Person has received or sought medical attention or treatment for which the Insured Person has undergone testing prior to the commencement of the Insured Person's Period of Cover.
Pre Existing Medical Conditions specifically include congenital or degenerative conditions for which the Insured Person has been diagnosed or was aware of or which a reasonable person in the circumstances could be expected to have been aware prior to the commencement of the Insured Person's Period of Cover regardless as to whether the Insured Person was at the time, or subsequently, being treated for them.

**Relative** means the Insured Person's Family, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé, fiancée, half-brother or half-sister.

**Spouse or Partner** of an Insured Person means the Insured Person's husband or wife living with the person or any person of either sex living in a defacto marital relationship with the Insured Person.

**Terrorist Activity** means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with, any organisation(s) or government(s).

**Total Disablement, Totally Disabled, Total Disability** means an Insured Person is entirely and continuously unable to engage in the Insured Person's usual occupation or employment, for which the Insured Person is covered under the Policy, or from any other occupation, profession or business which in Our opinion the Insured Person is qualified to perform based on the Insured Person's education, training or experience and:

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

**Tooth/Teeth** means a sound and natural permanent tooth but does not include first or baby teeth, implants, prosthesis or other dental restorations.

**Utilisation of Weapons of Mass Destruction** means the use, emission, discharge, dispersal, release or escape of any nuclear, chemical or biological weapon, compound or organism capable of causing disablement or death amongst people or animals.

**Waiting Period** means the period of time during which We will not pay any benefit under the Policy as set out in the Policy Schedule.

**War or Civil Hostilities** includes declared or undeclared war, civil war, invasion, hostilities, war like operations, act of an enemy foreign to the Insured Person's nationality or country in, or over, which the act occurs, riot, rebellion, insurrection, revolution (including the overthrow of the legally constituted government), civil commotion (where this assumes the proportion of, or amounts to, an uprising), military or unsurped power, explosions of war weapons.

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

**You/Your** means the Insured named in the Policy Schedule.