Supplementary Product Disclosure Statement (SPDS)

Preparation Date: 18 June 2019

This document is an SPDS that updates and amends the in use Aon Not For Profit Facility Voluntary Workers Group Personal Accident Insurance Product Disclosure Statement dated 28 Dec 2014 (**PDS**) issued by Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 of 2 Market Street Sydney NSW 2000 (**Allianz**).

This SPDS is issued by Allianz and must be read together with the above PDS and any other SPDS that you are given which update or amend the relevant PDS.

This SPDS amends the PDS as follows:

Product Disclosure Statement

Complaints (page 4)

The Complaints section is deleted and replaced as follows:

> **Complaints**
>
> If 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. If you are not satisfied with Our response or a decision is not reached within 45 days, you may lodge a complaint with an external dispute resolution scheme which is independent and free to you (subject to it falling within its relevant terms and rules) as follows:
>
> The Australian Financial Complaints Authority
>
> 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

General Exclusions Applicable to the Policy (page 21)

Insert new paragraph at end of section:

> Exclusions and the terms of the Policy apply to the extent permitted by law. In the event any portion of an exclusion or term is found to be invalid or unenforceable or contrary to law, the remainder shall remain in full force and effect.

AFA

PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

AON NOT FOR PROFIT

VOLUNTARY WORKERS GROUP PERSONAL ACCIDENT INSURANCE

PREPARATION DATE: 1 FEBRUARY 2020
EFFECTIVE DATE: 1 MARCH 2020

Contents

AON Not For Profit Voluntary Workers Group Personal Accident PDS
Version No. 2-JAN-2020-PDS-AONNFPVW-10101
Compliance No. PCUS-015284-2020

Part A:
About this Voluntary Workers 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 Insurers

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 Voluntary Workers Accident 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 Voluntary Workers Accident Insurance** which contains important information You should be aware of;

Part B – Policy Wording which contains:

- Cover Sections, which sets 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 – General Definitions 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 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 General Definitions 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 Excess Period) that apply. The cover is only provided for the cover sections that are specified as applicable in the Schedule.

PART A – LUMP SUM BENEFITS

Whilst engaged in Voluntary Work, where a Covered Person suffers a Bodily Injury and within 12 calendar months of the date of Bodily Injury, it solely and directly results in their death or any of the other Insured Events listed in the Lump Sum Benefits Table, a Lump Sum Benefit specified in th he Lump Sum Benefits Table will be paid.

PART B — BODILY INJURY BENEFITS — BODILY INJURY RESULTING IN SURGERY — BENEFITS

Whilst engaged in Voluntary Work, where a Covered Person suffers a Bodily Injury and within 12 calendar months of the date of the Bodily Injury, it solely and directly results in an Event specified in the Bodily Injury resulting in Surgery Table of Benefits, the benefit specified in the Table of Benefits will be paid.

PART C — WEEKLY BENEFITS – BODILY INJURY

Whilst engaged in Voluntary Work, where a Covered Person suffers a Bodily Injury and this solely and directly results in Temporary Total Disablement, then Weekly Benefits in accordance with the Weekly Benefits – Bodily Injury Table of Benefits will be paid.

PART D — FRACTURED BONES — LUMP SUM BENEFITS

Whilst engaged in Voluntary Work, where a Covered Person suffers a Bodily Injury and it solely and directly results in any of the Fractured Bones specified in the Table of Benefits — Fractured Bones — Lump Sum Benefits, a benefit specified in the Table of Benefits — Fractured Bones — Lump Sum Benefits will be paid. There is an additional benefit for Established Non-Union of any of the Fractured Bones specified in the Table of Benefits — Fractured Bones — Lump Sum Benefits.

PART E — LOSS OF TEETH OR DENTAL PROCEDURES — LUMP SUM BENEFITS

Whilst engaged in Voluntary Work, where a Covered Person suffers a Bodily Injury and it solely and directly results in either loss of Teeth or full capping of Teeth, a benefit specified in the Table of Benefits Loss of Teeth or Dental Procedures — Lump Sum Benefits table will be paid.

PART F — ADDITIONAL BENEFITS

Sets out Additional Benefits such as Accidental HIV Infection, Disappearance, Exposure which apply to the Policy.

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 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 Covered Persons is provided solely by operation of Section 48 of the *Insurance Contracts Act (1984)*.

Covered 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.

A Covered Person obtains access to benefits from the time they satisfy the definition of Covered 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 Insurance or immediately when they no longer satisfy the definition of Covered 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 Covered Persons as they are not a contracting party to the Policy. We only send notices to the Policyholder which is the only entity We have contractual obligations to under the Policy.

Covered Persons have no right to cancel or vary the Policy or its cover – only the Policyholder (as the contracting party) and the Insurer can do this. If the Insurer or the Policyholder cancels or varies the Policy or its cover, the Insurer or the Policyholder does not need to obtain a Covered Person's consent to do so.

Covered 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 Covered Persons would have if they were the Insured by reason of the *Insurance Contracts Act*. We will have the same rights against the Covered Persons as We would have against the Policyholder.

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

Neither AFA, Zurich nor the Policyholder hold anything on trust for, or for the benefit or on behalf of, Covered Persons under this insurance arrangement. The Policyholder does not:

- act on behalf of the Insurer or a Covered Person in relation to the insurance;
- is not authorised to provide any financial product advice, recommendations or opinions about the insurance; and 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 Policyholder 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 a Covered Person is entitled to claim in accordance with the coverage terms by suffering a loss described in this PDS during the Period of Insurance.

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

- Covered Persons do not have access to benefits for any claim that is connected with a Pre-Existing Medical Condition (a condition that existed before the Period of Insurance);
- Covered Persons are required to be Totally Disabled within twelve (12) calendar months of the Bodily Injury 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
- Access to benefits is provided subject to the Age Limit listed in the Schedule.

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 Excess Period).

OUR AGREEMENT WITH THE INSURED

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

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

- this document which sets out the standard terms of cover and its limitations;
- the Schedule which shows the insurance details relevant to the Policyholder and the Covered 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 Policyholder.

Together these documents make up the Policy. It is important that the Policyholder 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 contract Our Customer Service Centre on (02) 9259 8222 or Toll Free 1300 728 997, EST 8.30am to 5pm Monday to Friday.

WHEN DOES THE POLICY BEGIN AND END

The Policy:

- is entered into with the Policyholder and begins at 4pm on the commencement date of the Period of Insurance as shown on the 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 A COVERED PERSON'S ACCESS TO BENEFITS UNDER THE POLICY BEGIN AND END?

An Insured Persons' access to benefits begins when:

- the premium in relation to the Covered Person has been paid; and
- the Covered Person meets the eligibility criteria as set out on the Schedule under the description of Covered Persons or any other document issued by Us. For example, the eligibility criteria may require the Covered Person to be an employee or member of the Policyholder or be named on the Schedule.
- The Covered Person's access to benefits ends on the earlier of the following:
- at the time that the Covered Person no longer meets the eligibility criteria; or
- at the time the Policyholder requests that the Covered Person no longer have access to benefits under the Policy as a Covered Person; or
- at the time that the Covered Person asks Us in writing to terminate their access to benefits under the policy as a Covered Person; or
- on the date and at the time shown on the 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 Covered Person's death; or
- immediately upon the Covered Person reaching the Age Limit listed in the Schedule; or
- immediately upon any premium instalment for the Covered Person is unpaid for 14 days; or
- upon their claim reaching the applicable maximum benefit period.

We are not obliged to notify a Covered Person of termination of the Policy.

YOUR COOLING OFF PERIOD

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

The Policyholder 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 Policyholder nor any Covered 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 GENERAL CONDITIONS APPLICABLE ALL SECTIONS OF THIS 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 the 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 [TBD].

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 Voluntary Workers Accident Insurance include:

- the number of Covered Persons to have access to benefits;
- 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 Schedule We issue to You.

RENEWAL

Before the Period of Insurance expires, We will confirm to the Policyholder 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 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

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.

You can obtain more information on the Code of Practice and how it assists You by contacting AFA.

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).

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

Personal Accident Cover

EXTENT OF COVER

Subject to the other terms, conditions and exclusions of the Policy:

Where a Covered Person suffers from an Event described in Parts A, B, C, D or E of the following Table of Events that:

i) is as a result of a Bodily Injury; and

ii) occurs within 12 months of the date of a Bodily Injury,

We will pay the corresponding benefit for that Event set out in the Table of Events, provided an amount is shown in the Schedule for that Event against Parts A, B, C, D or E.

However, We will only pay the corresponding benefit for that Event set out in the Table of Events if the Bodily Injury occurs during the Period of Insurance and while the person is a Covered Person and engaging in Voluntary Work on behalf of the Policyholder.

TABLE OF EVENTS

Part A — Lump Sum Benefits

Cover for an Event under this Part applies only if an amount for that Event is shown in the Schedule against Part A — Lump Sum Benefits.

No	The Events Note: The following Event(s) must occur within 12 months of the date of the Bodily Injury.	The Benefits The benefits shown below are a percentage of the amount shown in the Schedule against Part A — Lump Sum Benefits for each Covered Person.
1	Accidental Death	100%
2	Permanent Total Disablement	100%
3	a) Paraplegia or Quadriplegia b) Permanent and incurable paralysis of all limbs	100% 100%
4	Loss of sight of both eyes	100%
5	Loss of sight of one eye	100%
6	Loss of use of two Limbs	100%
7	Loss of use of one Limb	100%
8	Permanent and incurable insanity	100%
9	9. Loss of hearing in: a) both ears b) one ear	 100% 30%
10	Permanent Loss of use of four Fingers and Thumb of either Hand	80%
11	Permanent Loss of the lens of one eye	60%
12	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
13	Permanent Loss of use of four Fingers of either Hand	50%
14	Permanent Loss of use of one Thumb of either Hand: a) both joints b) one joint	 40% 20%
15	15. Permanent Loss of use of Fingers of either Hand: a) three joints b) two joints c) one joint	 15% 10% 5%
16	16. Permanent Loss of use of Toes of either Foot: a) all - one Foot b) great - both joints c) great - one joint d) other than great - each Toe	 15% 5% 3% 1%

17	Fractured leg or patella with established non-union	10%
18	Shortening of leg by at least five cm	7.5%
19	Permanent Loss of liver	75%
20	Permanent Loss of: a) two kidneys b) one kidney	 75% 35%
21	Permanent Loss of sexual function	45%
22	Permanent Loss of: a) two testicles b) one testicle	 40% 7.5%
23	Permanent Loss of spleen	30%
24	Permanent partial disablement not otherwise provided for under Events 2 to 18 inclusive.	Such percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified by no fewer than three Doctors, one of whom will be the Covered Person's treating Doctor and the remaining two will be appointed by Us. In the event of a disagreement the amount payable will be the average of the three opinions. The maximum amount We will pay is 75% of the lump sum benefit insured.

Part B — Bodily Injury Benefits

Part B — Bodily Injury Benefits — Bodily Injury Resulting in Surgery — Benefits

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part B — Bodily Injury Benefits — Bodily Injury Resulting in Surgery — Benefits.

No	The Events **Note: The following Event(s) must occur within 12 months of the date of the Bodily Injury.**	The Benefits **The benefits shown below are a percentage of the amount shown in the Schedule against Part A — Lump Sum Benefits for each Covered Person.**
25	Craniotomy	100%
26	Amputation of a Limb	50%
27	Fracture of a Limb requiring open reduction	50%
28	Dislocation requiring open reduction	25%
29	Any other surgical procedure carried out under a general anaesthetic	5%

Part C — Weekly Benefits — Bodily Injury

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part C — Weekly Benefits — Bodily Injury.

No	The Events	The Benefits
30	Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, up to the Weekly Benefit shown in the Schedule against Part C — Weekly Benefits — Bodily Injury, but not exceeding 100% of the Covered Person's Salary.
31	Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, up to the Weekly Benefit amount shown in the Schedule against Part C — Weekly Benefits — Bodily Injury less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed 100% of the Covered Person's Salary. Should the Covered Person be able to return to work in a reduced capacity, yet elect not to do so then the benefit payable shall be 25% of the Covered Person's Salary.

Part D — Fractured Bones — Lump Sum Benefits

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part D — Fractured Bones — Lump Sum Benefits.

No	The Events	The Benefits The benefits shown below are a percentage of the amount shown in the Schedule against Part D — Fractured Bones —Lump Sum Benefits
32	Neck, skull or spine (Complete Fracture)	100%
33	Hip	75%.
34	Jaw, pelvis, leg, ankle or knee (Other Fracture)	50%
35	Cheekbone, shoulder or Hairline Fracture of skull or spine	30%
36	Arm, elbow, wrist or ribs (Other Fracture)	25%
37	Jaw, pelvis, leg, ankle or knee (Simple Fracture)	20%
38	Nose or collar bone	20%
39	Arm, elbow, wrist or ribs (Simple Fracture)	10%
40	Finger, Thumb, Foot, Hand or Toe	7.5%

The maximum benefit payable for any one Bodily Injury resulting in fractured bones shall be the amount shown in the Schedule against Part D— Fractured Bones — Lump Sum Benefits.

Additional Benefit for Established Non-Union

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part E — Loss of Tooth/Teeth or Dental Procedures — Lump Sum Benefits.

Part E — Loss of Tooth/Teeth or Dental Procedures — Lump Sum Benefits

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part E — Loss of Tooth/Teeth or Dental Procedures — Lump Sum Benefits.

No	The Events	The Benefits The benefits shown below are a percentage of the amount shown in the Schedule against Part D — Fractured Bones — Lump Sum Benefits
41	Loss of teeth or full capping of Tooth/Teeth	100%
42	Partial capping of Tooth/Teeth	50%.

The maximum benefit payable for any one Bodily Injury resulting in loss of Tooth/Teeth or dental procedures will be the amount shown in the Schedule against Part E — Loss of Tooth/Teeth or Dental Procedures — Lump Sum Benefits. A limit per Tooth applies and will be the amount shown in the Schedule against Part E — Loss of Tooth/Teeth or Dental Procedures — sub-limit.

Part F — Additional Cover

These Additional Covers apply to the Policy.

Accidental HIV Infection

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection as a direct result of:

i) Bodily Injury caused by a violent physical assault; or

ii) medical treatment of the Covered Person's Bodily Injury provided by a Doctor or nurse,

We will pay the Covered Person the amount shown in the Schedule against Additional Cover — Accidental HIV Infection.

Conditions applicable to Accidental HIV Infection

1. There must be a positive diagnosis of H.I.V. infection within 180 days of the event occurring.
2. The event leading to the H.I.V. infection must be reported to Us, and medical tests must be carried out by a Doctor, no more than 48 hours from the date and time of the event.
3. A recognised laboratory must carry out the testing and prove that the Covered Person was not H.I.V. positive at the time of the event giving rise to the H.I.V. infection.

Accommodation and Transport Expenses

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury and is admitted as an in-patient in a hospital that is more than 100km from the Covered Person's normal place of residence, We will pay the actual and reasonable transport and/or accommodation costs for the Covered Person's Spouse/Partner and/or Dependent Child(ren) to travel to and/or remain with the Covered Person. The maximum amount We will pay is the amount shown in the Schedule against Additional Cover — Accommodation and Transport Expenses.

Bed Care

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers Bodily Injury and, as a result, is confined to bed (other than in a hospital or other medical facility) for a period in excess of 48 hours, We will pay the Covered Person the daily sum insured up to the maximum number of days as shown in the Schedule against Additional Cover — Bed Care provided the Covered Person gives Us the written opinion of a Doctor that the Bodily Injury necessitated the confinement to bed.

Chauffeur Services

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury or Sickness for which benefits are payable under Events 30 and/or 31, We will pay for a chauffeur or taxi service to and from the Covered Person's usual place of work and their usual place of residence if the Covered Person recovers sufficiently to return to work but a Doctor certifies that they are unable to drive a vehicle or travel on public transport. The maximum amount We will pay is the amount shown in the Schedule against Additional Cover — Chauffeur Services.

Childcare Benefit

If a Covered Person suffers any of Events 2 – 8, We will pay the Covered Person the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider, up to the amount shown in the Schedule against Additional Cover — Childcare Benefit, but only in respect of additional costs which would not otherwise have been incurred.

Coma Benefit

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury which directly causes or results in the Covered Person being in a state of continued unconsciousness, We will pay to the Covered person, the Covered Person's Spouse/Partner, or the Covered Person's legal representative, the amount shown in the Schedule against Additional Cover — Coma Benefit, for each week that a Covered Person remains in a state of continuous unconsciousness.

Conditions applicable to A

1. Cover is subject to the maximum number of weeks shown in the Schedule against Additional Cover — Coma Benefit.
2. The Covered person or their legal representative provides Us with a Doctor's certificate verifying that the Bodily Injury directly caused the unconsciousness.

Corporate Image Protection

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers a Bodily Injury and, in Our opinion, this is likely to result in a valid claim under the Policy with respect to Part A — Lump Sum Benefits for either:

i) Event 1 — Accidental Death; or

ii) Event 2 — Permanent Total Disablement,

We will reimburse the Policyholder for costs (other than the Policyholder's own internal costs) incurred:

a) to engage as necessary image consultants and public relations consultants; and

b) to release information through the media.

Costs must be incurred within 15 days of, and directly in connection with, such Bodily Injury, to protect and/or positively promote the Policyholder's business and image. The maximum amount We will pay with respect to any one Event or set of circumstances is the amount shown in the Schedule against Additional Cover — Corporate Image Protection, and is subject to the Policyholder giving Us a signed undertaking that any amount paid to the Policyholder will be repaid to Us if, after Our payment, it is found that a valid claim did not or will not eventuate.

Dependent Child Supplement

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers Event 1 — Accidental Death, We will pay to the Covered Person's Spouse/Partner or legal representative of the Covered Person's estate, the amount shown in the Schedule against Additional Cover — Dependent Child Supplement, subject to the maximum benefit per family as shown in the Schedule.

Disappearance

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person disappears in any manner whatsoever and the Covered Person's body has not been found within 12 months after the date of their disappearance, the Covered Person will be deemed to have died as a result of a Bodily Injury at the time of their disappearance.

When the Accidental Death (Event 1) is payable because of a disappearance, We will only pay that benefit if the Policyholder or the legal representatives of the Covered Person's estate give Us:

a) a signed undertaking that the benefit will be repaid to Us if, after Our payment, it is found that the Covered Person did not die or did not die as a result of a Bodily Injury; and

b) where the cause of the Covered Person's disappearance is unknown, a Death Certificate from the relevant jurisdiction's Registry of Births, Deaths and Marriages or equivalent.

Conditions applicable to Disappearance cover

1. Where the cause of the Covered Person's disappearance is unknown, the disappearance must be reported to the local police and a written report obtained.
2. Where the disappearance occurs outside the Cover Person's country of residence, to the applicable embassy, consulate or other representative of the country of residence and a written report obtained.

Education Fund Benefit

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers Event 1 — Accidental Death, We will pay up to the amount shown in the Schedule against Additional Cover — Education Fund Benefit on behalf of each surviving Dependent Child to each Dependent Child's school, university or institute of higher learning for fees incurred.

Emergency Home Help

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers from a Bodily Injury which results in Event 30 and/or 31 described in Part B of the Table of Events and is unable to carry out Domestic Duties, We will pay for the cost of reasonably incurred Domestic Duties expenses as a result of that Bodily Injury. The maximum amount We will pay is the amount shown in the Schedule against Additional Cover — Emergency Home Help.

Conditions Applying to Emergency Home Help

1. Childminding and home help services must be carried out by persons other than the Covered Person's Close Relatives or persons permanently living with the Covered Person.
2. Childminding and home help services must be certified by a Doctor as being necessary for the recovery of the Covered Person.

Indexation of Claim Benefit

After paying a benefit under Events 30 and/or 31 continuously for months and again after each subsequent period of 12 months during which a benefit is paid, the benefit will be increased by 5% per annum.

Exposure

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person is exposed to the elements as a result of an Accident and, within 12 months of the Accident, the Covered Person suffers from any of the Events as a direct result of that exposure, the Covered Person will be deemed for the purpose of the Policy to have suffered a Bodily Injury on the date of the Accident.

Financial Advice Benefit

If a Covered Person suffers any of Events 1 – 8 or Event 11, We will reimburse the Covered Person, or their Spouse/Partner or estate, up to the amount shown in the Schedule against Additional Cover — Financial Advice Benefit, for professional financial planning advice provided by a qualified financial planner.

Conditions Applying to Financial Advice Benefit

The advice must be:

1. given within 6 months of the Event occurring; and
2. provided by a financial planner who is not a Close Relative of the Covered Person.

Funeral Expenses

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers an Accidental Death, We will pay the expenses of burial or cremation at the place of death or the cost of returning the Covered Person's body or ashes to a place nominated by the legal representative of the Covered Person's estate. The maximum amount We will pay is the amount shown in the Schedule against Additional Cover — Funeral Expenses.

Guaranteed Payment

If a Covered Person sustains a Bodily Injury for which benefits are payable under Event 30, We will immediately pay 12 weeks benefits provided that the Policyholder or a Covered Person gives Us proper medical evidence from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of 26 weeks.

Home / Car Modification Expenses

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers a Bodily Injury resulting in the payment of a benefit under Part A, Events 2 – 9(a) of the Policy, We will pay for necessary modifications to the Covered Person's home, workplace and/or car, or for relocation of the Covered Person to a more suitable home, in order to assist the Covered Person in maintaining an independent existence,

The maximum amount We will pay with respect to any one Bodily Injury is the amount shown in the Schedule against Additional Cover — Home/Car Modification Expenses.

Non-Medicare Medical Expenses

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers from a Bodily Injury, We will pay the Non — Medicare Medical Expenses incurred by the Policyholder or the Covered Person. The maximum amount We will pay is the amount shown in the Schedule against Additional Cover — Non-Medicare Medical Expenses.

Conditions Applying to Non-Medicare Medical Expenses

1. The benefit payable is less any recovery made from any private health insurance fund with respect to the expense.
2. We will not pay the Medicare gap, being the difference between payment made by Medicare and the Medicare Benefits Schedule fee for the expense.

Orphan Benefit

If a Covered Person and their Spouse/Partner both suffer Event 1 — Accidental Death as a result of the same Accident, We will pay to the Covered Person's estate, or to the guardian of the Covered person's Dependent Child(ren), the lump sum amount for each surviving Dependent Child. The maximum We will pay per surviving Dependent Child and I the aggregate per family, is shown in the Schedule against Additional Cover — Orphan Benefit.

Out of Pocket Expenses

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury which directly results in otherwise unforeseeable expenses for clothing, medical aids (other than electronic devices) and local transportation for the purpose of seeking medical treatment, We will pay the actual and reasonable costs incurred, up to the amount shown in the Schedule against Additional Cover — Out of Pocket Expenses.

Conditions Applying to Out of Pocket Expenses

1. Cover is not available under this Additional Cover if a benefit is payable elsewhere under this Policy.
2. No cover is available for expenses for which a Medicare benefit is payable.

Premature Birth/Miscarriage Benefit

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury which results in premature childbirth (prior to 26 weeks gestation) or miscarriage, We will pay the Covered Person the lump sum amount shown in the Schedule against Additional Cover — Premature Birth/ Miscarriage Benefit.

Spouse/Partner Employment Training Benefit

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers Bodily Injury which results in Event 1 — Accidental Death or Event 2 — Permanent Total Disablement, We will reimburse the Covered Person's Spouse/Partner up to the amount shown in the Schedule against Additional Cover — Spouse/Partner Employment Training Benefit for the actual costs of training or retraining such Spouse/Partner:

i) For the purpose of obtaining gainful employment; or

ii) To improve their potential for employment; and/or

iii) To enable them to improve the quality of care they can provide to the Covered Person.

Conditions Applying to Spouse/Partner Employment Training Benefit

1. The Spouse/Partner must be under the age of 65 at the commencement of the training.
2. The training must be provided by a recognised institution with the qualification(s) to provide such training.

Student Tutorial Costs

If, during the Period of Insurance and while the person is a Covered Person, a Covered Person who is a registered full-time student suffers from a Bodily Injury which results in Event 30 and/or 31 and is unable to attend classes, We will pay the cost, reasonably incurred, of home tutorial services as a result of that Bodily Injury. The maximum amount We will pay is the amount shown in the Schedule against Additional Cover — Student Tutorial Costs.

Condition Applying to Student Tutorial Costs

Home tutorial services must be carried out by persons other than the Covered Person's Close Relatives or persons permanently living with the Covered Person.

Tuition or Advice Expenses

If a Covered Person sustains a Bodily Injury for which benefits are payable under Events 30 and/or 31, We will reimburse expenses incurred by the Policyholder or a Covered Person for tuition or advice given to the Covered Person by a licensed vocational school provided such tuition or advice is undertaken with Our prior written agreement and the agreement of the Covered Person's Doctor.

Reimbursement under this provision will be limited to the actual costs incurred by the Policyholder or the Covered Person up to the maximum amount per month and for the maximum number of months shown in the Schedule against Additional Cover — Tuition or Advice Expenses.

Unexpired Membership Benefit

If a Covered Person suffers a Bodily Injury for which a benefit is paid under any of:

(i) Part A Events 2 – 8; or

(ii) Events 30 and/or 31, and a Doctor certifies that the disablement will continue for a minimum period of 26 weeks,

which a Doctor certifies will prevent the Covered Person from continuing their participation in any sport or gym activity for which they have pre-paid a membership, association or registration fee, We will pay the Covered Person a pro-rata refund of such fees paid for the current season, up to the aggregate amount shown in the Schedule against Additional Cover — Unexpired Membership Benefit.

Visitors Benefit

If a third party visit the Policyholder's premises during the Period of Insurance in a business capacity and sustains a Bodily Injury which, had the visitor been a Covered Person, would have resulted in a benefit being paid under Events 1 or 2, We will pay the Policyholder the amount shown in the Schedule against Additional Cover — Visitors Benefit.

Workplace Assault Benefit

If a Covered Person sustains a Bodily Injury as a result of an unprovoked assault in the course of their duties for or on behalf of the Policyholder, We will pay the Covered Person the amount shown in the Schedule against Additional Cover — Workplace Assault Benefit.

Workplace Trauma Benefit

If a Covered Person witnesses a violent criminal act whilst at the premises of the Policyholder in the course of their duties for or on behalf of the Policyholder, We will pay the Covered Person the amount shown in the Schedule against Additional Cover — Workplace Trauma Benefit.

GENERAL EXCLUSIONS APPLICABLE TO THE POLICY

These General Exclusions apply to all covers and the Policy unless they are expressly stated not to apply.

We will not pay benefits with respect to any loss, damage, liability, Event or Bodily Injury which:

1. results from a Covered Person engaging in or taking part in:

   i) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or

   ii) training for or participating in Professional Sport of any kind;

2. results from any intentional self-injury, suicide or any intentional illegal or criminal act committed by the Policyholder or a Covered Person;

3. results from War, invasion or Civil War;

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

5. results from any Pre-Existing Medical Condition (except illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury); or

6. would result in Our contravening the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth)* or the *National Health Act 1953 (Cth)* or any amendment to, or consolidation or re-enactment of, those Acts.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

Aggregate Limit of Liability

Our total liability for all claims arising under the Policy during any one Period of Insurance will not exceed the amount shown in the Schedule against Aggregate Limit of Liability (A) any one Period of Insurance;

If claims are made under the Policy which exceed the above Aggregate Limit of Liability, We will reduce the payments made with respect to each Covered Person in such manner as We may determine. Any determination as to the amount payable in these circumstances will be made at Our entire discretion and will not be the subject of any challenge of any kind.

Co-operation

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

Breach of Conditions

If the Policyholder or a Covered Person is in breach of any of the conditions or provisions of the Policy (including a claims condition), We may decline to pay a claim, to the extent permitted by law.

Cancellation

The Policyholder may cancel the Policy at any time by notifying Us in writing. The cancellation will take effect at 4.01pm Australian Eastern Standard Time on the date We receive the Policyholder's written notice of cancellation or such time as may be otherwise agreed.

We may cancel the Policy or any Section thereof, for any of the reasons set out in Section 60 of the *Insurance Contracts Act 1984 (Cth)* by issuing a notice 30 days in advance in writing in accordance with Section 59 of the *Insurance Contracts Act 1984 (Cth)*.

If the Policy is cancelled by either the Policyholder or Us, We will refund the Premium for the Policy less a pro rata proportion of the Premium to cover the period for which insurance applied. However, We will not refund any Premium if We have paid a benefit under the Policy.

Change of Business Activities

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

Claim Offset

Except for Part A — Lump Sum Benefits, the Policy does not cover any loss, damage, liability, Event or Bodily Injury which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and the amount which the Policyholder or the Covered Person would be otherwise entitled to recover under the Policy, where permissible by law.

Contra Proferentem Clause

We acknowledge and agree that in any dispute with the Policyholder or any Covered Person, any ambiguity in the Policy will not be construed against the Policyholder or the Covered Person on the grounds that Aon Risk Services Australia Limited or Aon Product Design & Development Pty Limited developed the Policy.

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.

Due Diligence

The Policyholder and any Covered Person will exercise due diligence in doing all things to avoid or reduce any loss under the Policy.

Headings

Headings have been included for ease of reference and it is understood and agreed that the terms, conditions, exclusions and provisions of the Policy are not to be construed or interpreted by reference to such headings.

Other Insurance

In the event of a claim, the Policyholder or a Covered Person must advise Us as to any other insurance they are entitled to claim under or have access to that covers the same risk.

Governing Law and Jurisdiction

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

Singular/Plural

If it is consistent with the context of any clause in this Policy, the singular includes the plural and vice versa.

Subrogation

If We pay an amount under the Policy, We will be subrogated to all of the Claimant's rights and to recover against any person or entity other than another Policyholder, Covered Person or other persons protected by the Policy and the Claimant must execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. After any loss, a Claimant must not take any action which will prejudice Our rights to subrogation.

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.

HOW TO MAKE A CLAIM

Notification

The Policyholder or Covered Person must tell Us as soon as possible (but after the Covered Person sustains a Bodily 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 Covered Person's Doctor in the format We provide to them so the claim can be assessed. The Covered Person must meet the cost of these medical certification. We may also require the Covered 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 Covered Person or Policyholder to provide such evidence to support the Covered 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 Covered 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 Covered Person is making the claim.

Further General Conditions

Further General Conditions apply to all covers and the Policy unless they are expressly stated not to apply.

1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2 – 9(a), We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person.
2. We will not pay benefits for more than one of Events 1 to 24 in respect of the same Bodily Injury.
3. We will not pay benefits:
   i) for Events 30 and 31 in excess of a total aggregate period of 156 weeks in respect of any one Bodily Injury, unless otherwise stated in the Schedule;
   ii) for Events 30 and 31:
      a) during the Excess Period stated in the Schedule against Part C — Weekly Benefits — Bodily Injury, calculated from the commencement of the Bodily Injury; and
      b) after that Excess Period, in an amount which exceeds the applicable percentage as provided in the Schedule against Part C — Weekly Benefits — Bodily Injury of the lesser of:
         A) the maximum Salary stated in the Schedule; or
         B) the Covered Person's Salary.
   iii) for more than one of the surgical benefits described in Events 25 to 29, in respect of any one Bodily Injury.
4. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any:
   i) periodic compensation benefits payable under any workers' compensation or accident compensation scheme; and
   ii) sick pay received or, at the direction of the Policyholder sick leave entitlement, or any disability entitlement,

   so that the total amount of any such benefit or entitlement together with any benefits payable under the Policy does not exceed the applicable percentage of the lesser of:
   a) the maximum Salary stated in the Schedule; or
   b) the Covered Person's Salary.
5. Where, in relation to benefits payable for Events 2, 30 and/or 31, We do not agree with the opinion given by the Doctor (the initial Doctor), We have the right (at Our own expense) to have the relevant Covered Person examined by a Doctor of Our choice. If the Doctor chosen by Us forms a contrary opinion to that of the initial Doctor, We will obtain an independent Doctor's opinion which will be the opinion for the purposes of the definitions of Permanent Total Disablement, Temporary Partial Disablement and Temporary Total Disablement.

6. If as a result of Bodily Injury, benefits become payable under Part B of the Table of Events and while the Policy is in force, the Covered Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the Covered Person has worked on a full-time basis for at least six consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new Bodily Injury and a new Excess Period will apply.

   Where a Bodily Injury requires surgical treatment which cannot be performed within 12 months from the date of Bodily Injury, provided the Covered Person can demonstrate that such treatment was known as necessary during that 12 month period and a Doctor certifies this, We will treat this 12 month period as a continuation of the first Bodily Injury regardless of whether the Covered Person has been able to return to work for six months, provided surgery does not occur in a period in excess of 24 months from the original date of Bodily Injury.

7. Subject to the guaranteed payments referred to in the paragraph entitled Guaranteed Payment under Additional Cover, We will pay weekly benefits for Events 30 and 31 monthly in arrears. We will pay benefits for a disability which is suffered for a period of less than one week at the rate of one-fifth of the weekly benefit for each day during which disability continues.8. All benefits which We pay under the Policy will be paid to the Policyholder or such person or persons and in such proportions as the Policyholder nominates, unless otherwise specified in the Policy.

9. If as a result of Bodily Injury, the Covered Person is entitled to a benefit under Events 30 and/or 31 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 30 and 31 will cease from the date of such entitlement.

Part C:
General Definitions

Accident means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the Covered Person. The word Accidental shall be construed accordingly.

Accidental Death means death occurring as a result of Bodily Injury.

Bodily Injury means a bodily injury resulting solely and directly from an Accident and which occurs independently of any sickness or other cause, where the bodily injury and Accident both occur during the Period of Insurance and while the person is a Covered Person. It does not mean:

- a Sickness or illness or disease; or
- any Pre-Existing Medical Conditions, physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any Bodily Injury).

Civil War means any of the following, whether declared or not: armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country where the opposing parties are of different ethnic religious or idealistic groups.

Claimant means the Policyholder, a Covered Person or any other person entitled to claim under the Policy.

Close Relative means any Spouse/Partner, parent, parent-in-law, step-parent, person who was the Covered Person's primary care giver as a child, child, step-child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, grandparent or grandchild.

Complete Fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

Covered Person means a person who meets the criteria in the Schedule, with respect to whom Premium has been paid or agreed to be paid by the Policyholder, and who is:

- a voluntary worker or work experience person engaging in voluntary activities for or on behalf of the Policyholder; or
- a worker, board member or member of the Policyholder while acting for or on behalf of the Policyholder, and for whom weekly benefits are not claimable under any other insurance policy.

A Covered Person is legally entitled to claim under the Policy by reason of the operation of Section 48 of the *Insurance Contracts Act 1984 (Cth)* and on no other basis. A Covered Person is not a contracting insured under the Policy with Us. Our agreement is entered into with the Policyholder.

Dependent Child(ren) means a Covered Person's unmarried dependent child (including foster, step or legally adopted child) as long as they are living with the Covered Person and primarily dependent upon the Covered Person for maintenance and support.

Doctor means a legally qualified medical practitioner (including a General Practitioner, Physician, or Specialist) currently registered to practice in the country they practice, who is not the Insured Person's Spouse or Partner, member of the Insured Person's Family or the Insured Person's business associate or Your business associate and is acting within the scope of their registration and pursuant to the relevant laws.

Domestic Duties means the usual and ordinary domestic duties undertaken by someone as a homemaker, including, but not limited to, childminding and home help services.

Event(s) means the event(s) described in the relevant Table of Events set out in this Policy.

Excess means the first amount of each and every claim which We do not pay and which the Policyholder or Covered Person is required to bear themselves as stated in the Schedule either expressed as a monetary amount or a percentage of the loss.

Excess Period means the period of time following an event giving rise to a claim during and for which no benefits are payable as specified in the Schedule.

Fingers, Thumbs or Toes means the digits of a Hand or Foot.

Foot means the entire foot below the ankle.

Hairline Fracture means mere cracks in the bone.

Hand means the entire hand below the wrist.

Insurer means AFA Pty Ltd acting as agent of Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507.

Limb means the entire limb between the shoulder and the wrist or between the hip and the ankle.

Loss means in connection with:

- a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- an eye, total and Permanent loss of all sight in the eye;
- hearing, total and Permanent loss of hearing;
- speech, total and Permanent loss of the ability to speak, and which in each case is caused by Bodily Injury

Non-Medicare Medical Expenses means expenses:

(i) incurred within 12 months of sustaining a Bodily Injury; and

(ii) paid by a Covered Person or by the Policyholder for Doctor, physician, surgeon, nurse, physiotherapist, chiropractor, osteopath, massage, naturopathic, hospital and/or ambulance services for the following treatments:

- Medical;
- Hospital;
- Surgical;
- Nursing;
- Chiropractic, Osteopathic or Physiotherapy;
- Naturopathic (where certified as necessary by a Doctor);
- X-ray;
- Medical supplies, non-prescription pharmaceutical costs, orthotics, splints and prostheses.

Non-Medicare Medical Expenses does not include dental treatment, unless such treatment is necessarily required, to teeth other than dentures and is caused by Bodily Injury.

Other Fracture means any fracture other than a simple fracture.

Paraplegia means the Permanent loss of use of both legs and the Permanent loss of use of the whole of or part of the lower half of the body.

Period of Insurance means the period shown on the current Schedule or such shorter time if the Policy is terminated and for which cover applies under the Policy.

Permanent means having lasted 12 consecutive months and at the expiry of that period, being beyond hope of improvement.

Permanent Total Disablement means in the opinion of a Doctor:

i. the Covered Person's disability is Permanent; and

   a) where the Covered Person is aged 75 years or under, the Covered Person is entirely and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience; or

   b) where the Covered Person is over 75 years of age and up to but not including 85 years of age, the Covered Person is entirely and continuously unable to engage in, perform or attend to any occupation or business.

Policy means this PDS, the current Schedule and any other documents We may issue to the Policyholder that We advise will form part of the Policy (e.g. endorsements and SPDS's).

Policyholder means:

(i) the named individual or entity listed as the Policyholder in the Schedule with whom We enter into the Policy. They are the contracting insured;

(ii) any subsidiary company (including subsidiaries thereof) of the Policyholder and any other organisation under the control of the Policyholder and over which it is exercising active management;

(iii) any new organisation acquired during the Period of Insurance by the Policyholder described in (i) and (ii) above, through consolidation, merger, purchase, or assumption of control and active management, provided that such acquisition or assumption is:

   (a) reported to the Insurer within ninety (90) days after it is acquired; and

   (b) endorsed on this Policy.

Pre-Existing Medical Condition means:

(i) any condition for which a Doctor was consulted or for which treatment or medication was prescribed in the 12 months immediately prior to the Covered Person's Effective Date of Coverage; or

(ii) a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware within three months prior to the Effective Date of Coverage.

Premium means the premium as shown in the Schedule that is payable in respect of the Policy by the Policyholder.

Professional Sport means any sport for which a Covered Person receives any fee, allowance, sponsorship or monetary reward as a result of their participation, which in totality accounts for more than 15% of their annual income from all sources.

Quadriplegia means the Permanent loss of use of both arms and both legs.

Salary means:

i) in the case of a salaried employee, their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of 12 months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the employee's total remuneration package they will be included as part of the Employee's weekly pre-tax income; or

ii) in the case of a salary packaged employee or T.E.C. (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions (but excluding, bonuses, commissions, overtime payments), averaged over the period of 12 months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the employee's total remuneration package they will be included as part of the employee's weekly pre-tax income; or

iii) in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of 12 months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been self-employed.

Schedule means the relevant Schedule issued by Us to the Policyholder.

Sickness means illness, sickness or disease of a Covered Person that is not a Bodily Injury, congenital or degenerative condition or a Pre-Existing Medical Condition.

Simple Fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Doctor requires minimal and uncomplicated medical treatment.

Spouse/Partner means a Covered Person's husband or wife and includes a de-facto and/or life partner with whom a Covered Person has continuously cohabited for a period of three months or more.

Temporary Partial Disablement means the Covered Person is, in the opinion of a Doctor, temporarily unable to engage in a substantial part of their usual occupation or business duties, while the Covered Person is under the regular care of and acting in accordance with the instructions or advice of a Doctor.

Temporary Total Disablement means the Covered Person is, in the opinion of a Doctor, temporarily unable to engage in their usual occupation or business duties, while the Covered Person is under the regular care of and acting in accordance with the instructions or advice of a Doctor.

Tooth/Teeth means, for the purpose of Part D, a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.

Voluntary Work means work performed during the Period of Insurance for and on the request of the Policyholder for no income, fee, remuneration or other reward (including direct travel between the Covered Person's normal residence and the place at which the Policyholder has most recently requested them to perform Voluntary Work where the transport to or from the Covered Person's place of residence is for the purposes of performing or returning from such Voluntary Work).

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us means AFA Pty Ltd acting as agent of Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507.

You / Your / Yours means the Insured or Covered Person as applicable.

Contact details

Toll Free	1300 728 997
Website	www.afainsurance.com
Email	enquiries@afainsurance.com
Address	AFA Pty Ltd PO Box R1852, Royal Exchange, NSW 1225
Telephone	02 9259 8222
Facsimile	02 9259 8200

Please contact Your insurance adviser for any enquiries in the first instance.

AFA INSURANCE

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