

COMBINED PRODUCT DISCLOSURE STATEMENT
AND POLICY WORDING
GROUP PERSONAL ACCIDENT & SICKNESS INSURANCE



# **GROUP PERSONAL ACCIDENT & SICKNESS INSURANCE**

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# **GROUP PERSONAL ACCIDENT & SICKNESS INSURANCE**

## Introduction

This booklet consists of two parts:

- 1. Part 1 Product Disclosure Statement ("PDS")
- 2. Part 2 Policy Wording

Where words or expressions used in have a special meaning, **we** have used the same terms in all parts of this document (unless stated otherwise). These defined terms are capitalised and their special meaning is explained in the Definitions section of the policy wording.

## **Product Disclosure Statement (Part 1)**

The purpose of this PDS is to help you understand the key features of the insurance and provide you with sufficient information to enable **you** to make an informed decision about whether to purchase it.

The PDS does not form part of the insurance contract between you and us.

## **Policy Wording (Part 2)**

This part contains the terms, conditions, exclusions, limits and definitions of **your** insurance policy. It also contains information about **your** rights and obligations under the policy.

When we issue the insurance to **you**, **you** will also receive a **schedule** which describes what **we** have agreed to cover and other important information relating to **your** policy, including any applicable **waiting period**, limits and sub-limits.

Before you decide to buy this insurance, please carefully read all three parts of this booklet.

If you purchase this insurance, your policy comprises of the policy wording contained in Part 2 of this document, and the schedule we issue to you which shows details particular to you and your coverage. Your policy is subject to definitions, terms, conditions and limitations set out in the policy wording.



# **GROUP PERSONAL ACCIDENT & SICKNESS INSURANCE**

## **Part 1: Product Disclosure Statement**

The PDS contains important information about the features of the insurance, including costs, significant benefits, exclusions, conditions and other information, including your duty to take reasonable care not to make a misrepresentation or duty of disclosure, how to make a claim and **Your** cooling-off rights. It also describes **Our** commitment to the General Insurance Code and how **You** may contact us if **You** have a complaint.

While the PDS provides a summary of the significant **Benefits** and features of the insurance, **You** should also read the **Policy** wording to understand what **You** are and are not covered for. Exclusions should be read carefully as they will tell **You** what is not covered by the **Policy**.

**You** can also review the Target Market Determination ("TMD") for this product if you want to understand whether it is likely to be suited to **Your** needs. The TMD is available at <a href="https://alliedworldinsurance.com/products/australia-accident-health/">https://alliedworldinsurance.com/products/australia-accident-health/</a>

This PDS was prepared on 24<sup>th</sup> May 2024. The information in this PDS is current at the date of preparation. **We** may need to update some of the information in the PDS if certain changes occur and where required by law. If the change is material, **We** will arrange for **You** to be provided with a supplementary or new PDS to the email address recorded in our system. **We** may update some of the information in the PDS from time to time without needing to notify **You** (but only if it is not material information).

You can obtain a copy of any updated information by contacting Us at:

Allied World Assurance Company, Ltd (Australia Branch)

Australia Square

Level 21, 264-278 George Street

Sydney NSW 2000 Australia

T: +612 8015 2500

E: auscompliants@awac.com

#### **About Allied World Assurance Company**

Allied World Assurance Company, Ltd (Australia Branch) ABN 54 163 304 907 ("AWAC") AFS Licence No. 548668 is the insurer and issuer of the insurance policy and this PDS.

We are authorised to carry on insurance business in Australia under the Insurance Act 1973 (Cth) and are regulated by the Australian Prudential Regulation Authority ("APRA") as an insurer.

#### **How You Contact Us**

You may contact us by phone, email or writing to us at the address below:

Allied World Assurance Company, Ltd (Australia Branch)

Australia Square

Level 21, 264-278 George Street

Sydney NSW 2000 Australia

T: +612 8015 2500

E: auscomplaints@awac.com



## **Significant Features and Benefits**

The policy covers lump sum **benefits** for **accidental death** and **permanent disablement** as well as weekly **benefits** for **bodily injury** and **sickness**.

The information contained in this section is a summary of the **benefits** available under the policy. It is not exhaustive and the cover is subject to conditions and exclusions. Please refer to the policy wording in Part 2 of this document for full details of the cover, terms, definitions, conditions, exclusions and limits that may apply for **you** to understand the coverage provided by this insurance.

#### When And How Benefits Are Provided

The benefits provided under the policy are payable:

- when an event occurs during the period of insurance causing **you** to suffer loss or damage; and
- we have accepted your claim.

After calculating the amount payable we will either:

- use it to pay for benefits covered under the policy;
- pay the person to whom you are legally liable; or pay you.

## **Cooling Off**

If you change your mind about the policy, you have the right to cancel it within twenty-one (21) days of the date it was issued to you ("cooling off period"), unless you made a claim under the policy within the cooling off period. If you cancel it in this time, we will return the full amount you have paid and your cover will end.

To cancel at other times, please refer to the cancellation clause found in the General Provisions of the Policy Wording.

## The Amount You Pay For This Insurance

The amount **we** charge **you** for this insurance policy is called the 'premium'. It is the total amount that **we** calculate to cover the risk, plus GST and any relevant government charges (such as stamp duty). These amounts will be shown on **your** policy schedule.

If you change your policy during the period of insurance (for example you choose to add or remove a cover option or additional benefit) and we agree to the change, we may need to adjust your premium based on our assessment of the risk. You may be entitled to a partial refund (if the change results in a reduction to the premium) or you may be required to pay an additional amount (if the change results in an increase to the premium). We will advise you if a change is likely to increase or reduce your premium. If you request any change to cover and we don't agree to the change, then we will let you know and the policy will continue unchanged.

#### **How Various Factors Affect Your Premium**

We consider a number of factors in calculating your premium. The key factors that affect your premium are nature of the covered activities, sum insured limits, waiting periods, operative period of cover, claims history and age demographic.

The amount of premium that **you** will pay will also depend on the information that **you** provide to **us** as well as other commercial factors. The annual premium payable by **you** will be shown in **your schedule**. Premiums are subject to applicable statutory taxes and charges.



#### **Excess**

The excess is the amount **you** must contribute towards the cost of any claim **you** make. If **we** agree to pay **your** claim, the excess will be deducted from the amount of the claim that is paid to **you**, or **you** may be asked to pay the **excess** to a supplier, repairer directly or to **us**.

#### **Duty Not To Misrepresent**

This applies to **policyholders** who are a natural person.

When answering **our** questions in the application form or providing **us** with information that is relevant to **our** decision to insure **you** and on what terms, **you** have a duty to take reasonable care not to make a misrepresentation to **us**. This duty applies when **you** first apply for the policy, when **you** request changes to **your** policy or at renewal.

**You** and other insured person(s) must answer **our** questions with relevant and complete information, and **you** must not misrepresent any information that **you** give to **us**. **You** have the same duty in relation to anyone else whom **you** want to be covered by the policy and before you renew, extend, vary or reinstate an insurance contract.

If **you** fail to comply with **your** duty, and **we** would not have issued the policy for the same premium and on the same terms and conditions, **we** may be entitled to reduce **our** liability under the policy in respect of any claim or **we** may cancel the policy.

If **your** failure to comply with **your** duty is fraudulent, **we** may refuse to pay a claim and treat the policy as never having been in existence.

## 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.

#### **Your Duty of Disclosure**

This applies to **policyholders** 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.

#### 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.



#### **How To Make A Claim**

If an event has occurred which **you** believe has, or is likely to, give rise to a claim under the **policy**, **you** must notify us as soon as reasonably practicable after such event, by contacting **us** using the contact details set out in this PDS.

More information about **our** claims process, including any conditions that must be met for **us** to assess **your** claim, is available in the policy wording in Part 2 of this booklet. You should familiarise yourself with the conditions in order to avoid unexpected complications with a claim.

#### When There Is More Than One Insured

When there is more than one insured noted on **your schedule**, **we** may treat what any one of them says or does in relation to **your** policy or any claim under it, as said or done by each of the insureds. **We** may rely on a request from one insured to change or cancel **your** policy or tell **us** where a claim payment should be paid.

There are, however, some exceptions to this. During the period of insurance, **we** might ask all joint **Policyholders** before **we** action a request or direction in relation to **your** policy (e.g. before **we** cancel **your** policy, reduce **your** cover or remove another **Policyholder**). This way **we** can help protect the interests of all **Policyholders**.

When **we** consider a claim under this policy, **we** will have regard to any prejudice suffered by **you** or any other person entitled to benefit under this policy in relation to that claim particularly where it is caused by mental illness of, substance abuse and/or an act of violence or intimidation by, another **Policyholder** or person entitled to benefit under this policy. In doing this, **we** may meet the claim when **we** are not legally required to do so. If **we** do, **we** will limit the claim in relation to the person claiming to an amount which is fair in the circumstances. However, this does not apply if **we** are relying on **our** legal right to reduce or refuse a claim due to a breach of the policy conditions or a failure to take reasonable care not to make a misrepresentation / comply with your duty of disclosure as stated in your policy.

## **How We Resolve Your Complaints**

## **Resolving Your Complaints**

We are here to help so if you are not satisfied with any of our products or services or the service or conduct of our suppliers or agents, please tell us and we will do our best to resolve your issues.

We take your concerns seriously.

## Step 1 - Contact Us

If you have a complaint about our products or services, please get in touch with the team or staff member looking after your policy or your claim. Their contact details are on your policy documents we have issued to you. If your complaint is not resolved to your satisfaction or you do not wish to contact that person, you can:

Phone us on +61 2 8015 2500

Write to us at: auscomplaints@awac.com

If **you** choose to write to **us**, please give **us** as much detail as possible including the reference, policy or claim number, as well as any extra information **you** feel **we** may not already have.

When **you** first let us know about **your** complaint or concern:

- We will acknowledge receipt of your complaint within one business day of receiving it or as soon as practicable and
  give you the name and relevant contact details of the person assigned to liaise with you about your complaint;
- It will be handled by a person who has the appropriate authority to deal with it, and



This person will review your complaint, consider the facts and contact you to resolve your complaint as soon as
possible.

Where **your** complaint relates to a policy issued to a retail client, **your** complaint will be handled by the applicable underwriting agent or third-party administrator authorised by **us** to handle and settle **your** complaint. If English is not **your** first language and **you** require assistance to make a complaint, please contact **us** for assistance, where possible. If **you** have a speech or hearing impairment and need help to make or receive phone calls, **you** can contact the National Relay Service for assistance.

## Step 2 - Internal Dispute Resolution

If **your** complaint is not resolved to your satisfaction, **you** can ask for **your** complaint to be escalated for review by **our** Internal Dispute Resolution ("**IDR**") team. A member of our IDR team will review **your** complaint independently and provide **you** with **our** final decision in writing within 30 calendar days from the date **you** first made **your** complaint.

Please note that if **we** have resolved **your** complaint to **your** satisfaction within five business days of **our** receipt of **your** complaint, and **you** have not requested that **we** provide **you** with a written response, **we** are not required to provide a written response unless **your** complaint relates to a declined claim, the value of a claim or financial hardship.

## **Step 3 - External Dispute Resolution**

If we are unable to resolve your complaint to your satisfaction or we fail to do so within 30 calendar days of receiving your complaint or you are not happy with our final IDR decision, you can in certain circumstances take your complaint to the Australian Financial Complaints Authority ("AFCA"). This is an independent external dispute resolution body and its service is free to our customers. We have membership with AFCA and you must contact them within 2 years of receiving our final decision otherwise they may not be able to handle your complaint.

We agree to accept the AFCA decision. You have the right to take legal action if you don't accept their decision.

You can contact AFCA by:

phoning: 1300 55 88 49

writing to: GPO Box 3, Melbourne Victoria 3001

email: info@afca.org.auvisiting: www.afca.org.au

AFCA is available to customers and third parties that fall within the Terms of Reference of AFCA.

#### **Financial Claims Scheme**

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

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer. It is also subject to eligibility criteria.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA. Further information about the scheme can be obtained from the APRA website at www.apra.gov.au or on the APRA hotline on 13000 13 10 60.



## **Tax Implications**

The policy wording has provisions relating to Goods and Services Tax ("GST").

In summary, if you:

- are registered for GST; and
- would be entitled to an input tax credit if you were to incur the cost to which a claim under this policy relates,

**We** will reduce any amount **we** pay under any such claim by an amount equal to **your** input tax credit entitlement. This tax information is a general statement only. Please consult **your** tax adviser for information about **your** specific circumstances.

## **Privacy Notice**

**Your** privacy is important to **us**. **We** are committed to comply with the Australian Privacy Principles under the Privacy Act 1988 (Cth).

#### **Purpose Of Collection**

Personal information is information about **you** as an identifiable individual and includes facts or an opinion about **you** which identifies **you** or by which **your** identity can be reasonably determined. The collection of **your** personal information is essential to enable **us** to conduct **our** business of offering and providing **you** with **our** range of financial products and services.

**We** collect personal information for the purposes of conducting **our** insurance business and to provide **you** and manage insurance products and services, including to:

- identify **you** when **you** do business with **us**,
- establish your requirements and provide the appropriate product or service,
- consider and process your application,
- vary, cancel and renew your insurance,
- deal with and/or process any claims under your policy, including settlement and to conduct necessary investigations,
- complete due diligence and background checks that are either required by law or regulation or have been put in place by us,
- respond to your queries and administer your policy, including correspondence with you,
- investigate fraud, misconduct or any unlawful act or omission in relation to your policy,
- enable us to comply with our legal obligations,
- for research and statistical purposes, including data analysis, improving **our** financial products and services, and training and developing **our** staff and representatives,
- for marketing (subject to applicable law) of other services provided by us,
- any purpose directly related to the above.

#### **Consequences If Personal Information Is Not Provided**

If **we** request personal information about **you** and **you** choose not to provide it, **we** may not be able to provide **you** with **our** services, including reducing **your** cover, or settling **your** claim.

## **Disclosure**

**We** use and disclose **your** personal information for the purposes **we** collected it.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary



purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with the purposes listed above, **we** may disclose **your** personal information to and/or collect **your** personal information from:

- other companies within our corporate group,
- people who are involved in a claim or assist **us** in investigating or processing claims, including third parties claiming under **your** policy, witnesses and medical practitioners,
- where required or authorised under our relationship with our joint venture companies,
- information technology providers and other third-party service providers,
- intermediaries including a representative acting on **your** behalf, other Australian Financial Services Licensee or **our** authorised representatives and **our** agents,
- where you are an insured person and not the policy holder, we will disclose to the policy holder,
- government, law enforcement or statutory bodies,
- AFCA,
- other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financial
  or investigative service providers, and
- legal and other professional advisers.

#### **Disclosure Overseas**

There are also instances where **we** may have to send **your** personal information overseas or collect personal information from overseas. These instances include:

- when we are authorised or required by law to do so,
- sending your personal information to companies in the AWAC corporate group or our reinsurers,
- when we have outsourced a business activity or function to an overseas service provider with whom we have a
  contractual arrangement,
- when you have asked us to do so, or
- certain electronic transactions when it is necessary in order to facilitate a transaction on your behalf.

**We** will only send **your** personal information overseas or collect personal information about **you** from overseas for the purposes in this statement and in compliance with the privacy regime.

The countries to which **we** may disclose **your** information include Bermuda, the United States of America, the United Kingdom, Ireland, Singapore, Malaysia and Hong Kong.

## **Privacy Policy**

**Our** Australia Personal Data Privacy Statement contains information about how **you** can request access to any personal information that **we** hold about **you** and seek correction of any such information. It also contains information about how **you** can complain about **our** handling of **your** personal information, and **our** complaint handling process.

A copy of the Australia Personal Data Privacy Statement is available on **our** website at alliedworldinsurance.com/australia or can be obtained by contacting **us** by telephone at +61 2 8015 2500.



# **Part 2: Policy Wording**

# **Summary of Benefits and Risks**

This is a general summary only and does not form part of the **Policy** and cannot be relied on as a full description of the cover provided.

Please refer to the relevant sections of the **Policy Wording** and **Your Policy Schedule** for full benefit details and applicable terms, limitations, conditions and exclusions.

## **What Does Our Policy Cover?**

Note that You only have cover for the Benefits listed below if specified in Your Policy Schedule

Accidental Death &	In the event of <b>Death</b> or <b>Permanent Disablement/</b> disfigurement caused by an <b>Accident</b> ,		
Permanent	We will issue a lump sum payment to the Insured Person.		
Disablement:			
Temporary	If an Insured Person is unable to fulfill their full or partial work duties as a result of Bodily		
Disablement:	Injury or Sickness, We will provide compensation for the Insured Person's lost Income up		
	to a specified amount and specified period of time.		
Surgery outside of	If an Insured Person requires surgery outside of Australia due to any of the listed		
Australia: conditions caused by a <b>Bodily Injury</b> or <b>Sickness</b> , <b>We</b> will issue a lump sum payor			
	Insured Person.		
Fractured Bones:	If an Insured Person suffers any of the specified fractures as a result of an Accident, We		
	will issue a lump sum payment to the <b>Insured Person</b> .		
Dental:	If an Insured Person suffers any of the specified dental injuries as a result of an Accident,		
	We will issue a lump sum payment to the Insured Person.		
Recovery & Assistance	To aid an <b>Insured Person(s)</b> towards rehabilitation and adjusting to life altering		
Benefits:	circumstances, <b>We</b> offer the following additional Benefits:		
	Accidental HIV Infection Benefit		
	Coma Benefit		
	Home and Vehicle Modification Benefit		
	Premature Birth/Miscarriage Benefit		
	Rehabilitation Benefit		
	Funeral Expenses Benefit		
	Family Funeral Expenses Benefit		
	Dependent Child Support		
	Education Fund Benefit		
	Trauma Benefit		
	Chauffeur Benefit		
	Independent Financial Advice Benefit  Outlook Benefit  Outlook Benefit		
	Orphan Benefit		
	Out of Pocket Expenses Benefit		
	Spouse or Partner Employment Training Benefit		



## Additional Coverage Enhancements:

#### **Corporate Image Protection:**

In the event of **Accidental Death** of an **Insured Person** that requires public relations assistance on the **Policyholder's** behalf, **We** will pay a lump sum insured towards such services.

#### Disappearance:

If an **Insured Person** disappears due to an **Accident** and is not found within twelve (12) months, **We** will consider this to be an **Accidental Death**.

#### **Escalation of Claim Benefit:**

If an **Insured Person** is in receipt of weekly **Benefit** payments for a period of twelve (12) months, **We** will pay the subsequent payments with an increased compound rate of five percent (5%) per annum up to a maximum of twelve (12) months.

## **Advance Payment:**

If an **Insured Person** suffers **Bodily Injury** or **Sickness** and is certified unfit for work for a period of at least twenty-six (26) consecutive weeks, **We** will pay eighteen weeks of the **Insured Person's Income** upfront at the time of first payment.

#### **Takeover Provisions:**

If an **Insured** takes up insurance with **Us**, and first sustained a **Bodily Injury** or non-terminal **Sickness** in the twelve (12) months prior to their **Effective Date of Individual Cover** whilst being insured under another Personal Accident & Sickness or income protection policy, **We** will not consider the condition to be a **Pre-Existing Condition**.



# What Is Not Covered Under Our Policy?

Please refer to General Exclusions for a full list of **Policy** exclusions

Medical conditions that an Insured Person was treated for, sought advice for or had
diagnosed in the twelve (12) months prior to the start of the Insured Person's Effective
Date of Individual Cover, and any terminal illness that was diagnosed prior to the Insured
Person's Effective Date of Individual Cover.
Temporary or Permanent Disablement due to Bodily Injury or Sickness, which does not
occur within twelve (12) months of the <b>Accident</b> or the <b>Sickness</b> occurring.
If an <b>Insured Person</b> is on a waiting list for a surgery, <b>We</b> will pay for a <b>Temporary</b>
<b>Disablement</b> claim that occurs within twenty-four (24) months of the <b>Accident</b> .
Lost Income due to Temporary Disablement that occurs during the Waiting Period
Insured Person's once they reach the Maximum Age covered under the Policy.
Any claims arising from an <b>Insured Person</b> participating in a sport that they are paid for.
An <b>Insured Person</b> piloting an aircraft or aerial device, unless it is with <b>Our</b> consent.
Any claim covered under Medicare or in contravention of Health Insurance Act 1973 (Cth),
the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth).

# When Can Weekly Benefits Be Reduced Or Payment Ceased?

Lump Sum Benefits	No <b>Benefit</b> shall be payable for more than one (1) <b>Event</b> in respect of the same <b>Bodily Injury</b> , in which case the highest <b>Benefit</b> will be payable.
Beyond the maximum Benefit Period	From the time <b>We</b> have paid an <b>Insured Person</b> up to the maximum <b>Benefit Period</b> in respect to anyone (1) <b>Bodily Injury</b> or <b>Sickness</b> .
Able to return to work in a reduced capacity	Weekly benefits will be reduced to twenty-five percent (25%) if the <b>Insured Person</b> is able to return to work in a reduced capacity with the <b>Policyholder</b> but elects not to do so.
Fit to return to work	Weekly benefits will cease once the <b>Insured Person</b> is deemed fit to return to work in their full capacity by a <b>Doctor</b> .
Death	Weekly <b>Benefits</b> and other ongoing <b>Benefits</b> will cease when the <b>Insured Person</b> dies.
Failure to follow medical advice Insufficient Medical or Income Verification	If the <b>Insured Person</b> fails to follow the advice of or undertake the recommended treatment by a <b>Doctor</b> for the current disability.  If the <b>Insured Person</b> or their treating <b>Doctor</b> does not provide <b>Us</b> with the information required to assess a claim.



#### **General Definitions**

For the PDS and **Policy**, the following important definitions apply. Any word or expression defined below has this meaning wherever it begins with a capital letter and is in bold type in this document.

**Accident** means a single physical event that occurs by chance and is caused by sudden, external and identifiable means that could not have been expected by the **Insured Person**. An **Accident** must occur both during the **Insurance Period** and the **Insured Person's Operative Period of Cover** 

Accidental Death means the death of an Insured Person as a result of a Bodily Injury.

**Benefit(s)** means any numbered event or **Benefit** under this **Policy** to which an **Insured Person** of the **Policyholder** is entitled under this **Policy**.

Benefit Period means the maximum duration for which a weekly injury or weekly sickness Benefit payment may be paid to or for an Insured Person.

**Bodily Injury** means an identifiable physical injury which is not a **Pre-existing Condition**, resulting solely and directly from an **Accident** and which occurs independently of any **Sickness** or any other cause, where the **Bodily Injury** occurs during the **Insurance Period** and the **Insured Person's Operative Period of Cover**. It does not mean a **Sickness**.

**Civil War** means any armed opposition, insurrection, revolution, armed rebellion or sedition between two or more parties belonging to the same country or state where the opposing parties are of different ethnic, religious or idealistic groups.

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

**Country of Residence** means the country of which the **Insured Person** is naturalised, a citizen or permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the **Insured Person** resident rights in such country).

Dependent Child/Children means an Insured Person's and/or their Spouse/Partner's unmarried dependent children (including step or legally adopted children) as long as they are under nineteen (19) years of age, or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent on the Insured Person for maintenance and support. It also means the Insured Person's and/or Spouse/Partner's unmarried children over nineteen (19) years of age who are physically or mentally incapable of living independently without aid or supervision by a Doctor (or suitably qualified agency).

**Doctor** means a person legally qualified and registered to practice medicine in Australia and who is a person other than the **Insured Person**, their relatives, business partners, shareholders or **Employee(s)**. **Doctor** does not mean chiropractors, physiotherapists or alternative therapy providers.

**Domestic Duties** means the usual and ordinary **Domestic Duties** undertaken by someone as a homemaker and could include child-minding and home help services.

**Effective Date of Individual Cover** means, for each **Insured Person**, the commencement of the **Insurance Period** stated in the **Policy Schedule** or the time they arrive for work on the first day of employment with the **Policyholder**, whichever is the later. Cover continues on a twenty-four (24) hour a day basis for as long as they are an **Employee** of the **Policyholder**, provided this insurance is still in force and the **Premiums** in respect to that **Insured Person** are being paid, until cover ceases as set out in the conditions of this **Policy**.

**Employee** means any person in the **Insured's** service including any directors. **Employee** also includes any consultant, contractor, sub-contractor and/or self- employed person while undertaking work on the **Policyholder's** behalf if stated as being included as **Insured Persons** in the **Policy Schedule**.

Event(s) means the Event(s) described in the relevant Table of Events in this document.

Finger(s), Thumb(s) or Toe(s) means the digits of a Hand or Foot.

Foot means the entire Foot below the ankle.

**Geographical Limit** means the region specified on **Your Policy Schedule** excluding locations where sanction limitation(s) and exclusion(s) apply (see 'Sanctions Limitations and Exclusion Clause' in General Provisions).



Hairline Fracture means mere cracks in the bone.

Hand means the entire Hand below the wrist.

#### Income means:

- a) in the case of a salaried Employee, their weekly pre-tax income excluding allowances, bonuses, commissions and overtime payments averaged over a period of twelve (12) months immediately prior to the date of Temporary Partial or Total Disablement or over the period of employment with the Policyholder if such period is shorter than twelve (12) months; or
- b) in the case of an **Insured Person** who is self-employed, the gross weekly income earned from personal exertion after the deduction of any expenses necessarily incurred in earning that income, averaged over the period of twelve (12) months immediately prior to the date of **Temporary Partial** or **Total Disablement**, or over the period of self-employment in the current business, if such period is shorter than twelve (12) months.

**Insurance Period** means the period stated in the **Policy Schedule** for which the **Policyholder** is covered, or a shorter time if the **Policy** is cancelled or **We** agree that shorter time with the **Policyholder**.

In respect of an **Insured Person**, **Insurance Period** means the period from the **Effective Date of Individual Cover** to the end of the **Insurance Period** stated on the **Policy Schedule** or a shorter time if the **Policy** is cancelled or **We** agree with the **Policyholder** to change the period.

**Insured Person** means such person or persons as described in the **Policy Schedule**, who are nominated by the **Policyholder** for insurance under this **Policy** and with respect to whom **Premium** has been paid or agreed to be paid. An **Insured Person** is a person that is legally entitled to claim under the **Policy** by reason of the operation of Section 48 of the Insurance Contracts Act 1984 (Cth) and no other basis.

Limb(s) means the entire Limb between the shoulder and wrist or between the hip and ankle.

Loss means in connection with:

- a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- b) an eye, total and **Permanent** loss of all sight in the eye;
- hearing, total and Permanent loss of hearing; and which in each case is solely caused by an Injury.

Maximum Age means the maximum age applicable for **Insured Persons** as specified on **Your Policy Schedule**, but where not specified it shall be seventy (70) years.

Operative Period of Cover means the period of time during the Insurance Period that the cover under this Policy applies, as stated in the Policy Schedule.

Other Fracture means any fracture other than a Complete Fracture, Hairline Fracture or Simple Fracture.

Policyholder means the named business, entity or individual specified on the Policy Schedule.

**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.

Passive War means a claim as the result of or contributed to by War or Civil War outside Australia and/or outside the Insured Person's Country of Residence, whilst the Insured Person is undertaking any travel outside Australia or their Country of Residence whether on business or holiday, or whilst the Insured Person is on secondment.

**Permanent** means having lasted twelve (12) consecutive months from the **Bodily Injury** and at the expiry of that time being in the opinion of a **Doctor** beyond hope of improvement.

**Permanent Total Disablement** means total disablement which is **Permanent** and is as a result of an **Accident** and which entirely prevents the **Insured Person** forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by training, education or experience.

#### **Policy** means:

- a) the Policy Schedule;
- b) this PDS and Policy Wording;



c) any endorsement or other document which may vary or modify the above documents.

Policyholder means the named group entity or individual as specified on the Policy Schedule.

**Policy Schedule** means the relevant and current document labeled **Policy Schedule** issued to **You** or the **Policyholder** by **Us**. A new **Policy Schedule** is issued on each renewal.

#### **Pre-Existing Condition** means

any illness, disease, syndrome, injury, disability or other condition, including any symptoms or side effects of these:

- a) of which the **Insured Person** is aware, or a reasonable person in the circumstance would be expected to have been aware;
- b) or for which the **Insured Person** has sought or received medical attention (not limited to but including psychological or psychiatric care or treatment), undergone tests or taken prescribed medication

in the twelve months prior to that **Insured Person's Effective Date of Individual Cover**, unless otherwise noted on the **Policy Schedule**.

Any medical condition existing prior to the **Insured Person's Effective Date of Cover** (including outside the twelve months prior to the **Insured Person's Effective Date of Individual Cover**) will remain a **Pre-Existing Condition** if they were diagnosed as terminal by a **Doctor**.

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

**Professional Sport** means any sport for which an **Insured Person** receives any fee, monetary reward or sponsorship as a result of their participation.

Quadriplegia means the Permanent loss of use of all four Limbs.

**Sickness** means any illness or disease suffered by the **Insured Person**, which is not a **Pre-Existing Condition** and occurs during the **Insurance Period**.

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 an Insured Person's husband or wife and includes de-facto and/or life partner of any sex with whom the Insured Person has continuously cohabited for a period of three (3) months or more.

**Temporary Partial Disablement** means that in the opinion of a **Doctor**, the **Insured Person** is temporarily unable to engage in a substantial part of their usual occupation whilst an **Insured Person** and under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

**Temporary Total Disablement** means that in the opinion of a **Doctor**, the **Insured Person** is temporarily unable to engage in any part of their usual occupation whilst an **Insured Person** and under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

Tooth/Teeth means a sound and natural permanent Tooth but does not include first or milk Teeth, dentures or implants.

Waiting Period means a period of time immediately following an Event giving rise to a claim for which no Benefits are payable as specified in the Policy Schedule.

War means a state of armed conflict, whether declared or not, between different nations, states, or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us means the Australian branch of Allied World Assurance Company, Ltd (ABN 54 163 304 907) ('Allied World').

You/Your means the Policyholder as specified on the Policy Schedule.



# **Policy Wording**

# Section 1 | Personal Accident and Sickness

## **Accidental Death and Disablement**

If an **Insured Person** suffers **Bodily Injury** that directly results in any of the below **Events** within twelve (12) months of the **Accident**, **We** will pay the corresponding percentage of **Benefit** shown in the table of events below, provided a sum insured is displayed on the **Policy Schedule** for this **Benefit** and the **Accident** occurs during the **Insurance Period** and the **Operative Period of Cover**.

## **TABLE OF EVENTS**

	The Events	Percentage of Benefit
	The following <b>Event(s)</b> must occur within twelve (12) months of the	The amounts shown below are a
	date of the <b>Accident</b> .	percentage of the amount shown on the
		Policy Schedule for this Benefit.
1.	Accidental Death	100%
2.	Permanent Total Disablement	100%
3.	Permanent Paraplegia or Quadriplegia	100%
4.	Permanent loss of sight of one or both eyes	100%
5.	Permanent loss of use of one or more Limbs	100%
6.	Permanent and incurable insanity	100%
7.	Permanent loss of the lens of:	
	a) both eyes	a) 100%
	b) one eye	b) 60%
8.	Permanent loss of the hearing of:	
	a) both ears	a) 80%
	b) one ear	b) 30%
9.	Burns:	
	a) third degree burns and/or resultant disfigurement which covers more	a) 50%
	than twenty percent (20%) of the entire external body	b) 25%
	b) second degree burns and/or resultant disfigurement which covers	
	more than twenty percent (20%) of the entire external body	
10.	Permanent loss of use of four fingers and thumb of either hand	80%
11.	Permanent loss of use of four fingers of either hand	50%
12.	<b>Permanent</b> loss of use of the thumb of either hand:	
	a) both joints	a) 40%
	b) one joint	b) 20%
13.	Permanent loss of use of fingers of either hand:	
	a) three joints	a) 15%
	b) two joints	b) 10%
	c) one joint	c) 5%
14.	Permanent loss of use of toes of either foot:	
	a) all - one foot	a) 15%
	b) great - both joints	b) 5%
	c) great - one joint	c) 3%
	d) other than great - each toe	d) 1%
15.	Fractured leg or patella with established non-union	10%



16.	Loss of at least fifty percent (50%) of all <b>Teeth</b>	1% to a maximum of \$10,000 in total
17.	Shortening of leg by at least five centimetres (5 cm)	7.5%
18.	Permanent Partial Disablement not otherwise provided for under	The applicable percentage of the amount
	Events 7 to 17.	displayed for <b>Accidental Death</b> and
		Disablement on the <b>Policy Schedule</b> will
		be determined at <b>Our</b> absolute discretion
		with intent to maintain consistency with
		the percentage of <b>Benefit</b> provided under
		<b>Events</b> 7 to 17. The maximum percentage
		payable under <b>Event</b> 18 ( <b>Permanent</b>
		Partial Disablement) is 75%.

## **Weekly Injury Benefit**

If, an **Insured Person** suffers an **Accident** resulting in **Bodily Injury** during the **Insurance Period** and the **Operative Period of Cover**, which directly results in any of the below **Events** within twelve (12) months of the **Accident**, **We** will pay the corresponding **Benefit** shown in the table below if a sum insured is displayed on the **Policy Schedule** for this **Benefit**.

	The Events The following Event(s) must occur within 12 months of the date of the Accident.	Benefit Description
19.	Temporary Total Disablement	Where an Insured Person suffers Temporary Total Disablement during the Insurance Period, We will pay up to the sum insured for the Benefit Period shown on the Policy Schedule, but not exceeding the percentage of Income shown on the Policy Schedule for that Insured Person(s). This Benefit is not payable during the Waiting Period.
20.	Temporary Partial Disablement	Where an Insured Person suffers Temporary Partial Disablement during the Insurance Period, We will pay up to the sum insured for the Benefit Period shown on the Policy Schedule, but not exceeding the percentage of Income shown on the Policy Schedule for that Insured Person(s). This Benefit is not payable during the Waiting Period. Should the Insured Person be able to return to work with the Policyholder in a reduced capacity, but elect not to do so, the weekly sum insured shall be reduced to 25% of the sum insured for Event 19.



#### **Fractured Bones**

If, an **Insured Person** suffers an **Accident** resulting in **Bodily Injury** during the **Insurance Period** and the **Operative Period of Cover**, which directly results in any of the below **Events** within 12 months of the **Accident**, **We** will pay the corresponding **Benefit** shown in the table below if a sum insured is displayed on the **Policy Schedule** for this **Benefit**.

	The Events The following Event(s) must occur within 12 months of the date of the Accident.	Percentage of Benefit The amounts shown below are a percentage of the amount shown on the Policy Schedule for this Benefit.
21.	Neck, skull or spine (Complete Fracture)	100%
22.	Hip (any fracture)	75%
23.	Jaw, pelvis, leg, ankle or knee (Complete Fracture)	50%
24.	Cheekbone, shoulder (Complete Fracture) or neck, skull or spine	30%
	(Simple Fracture, Hairline Fracture or Other Fracture)	
25.	Arm, elbow, wrist or ribs (Complete Fracture)	25%
26.	Jaw, pelvis, leg, ankle or knee (Simple Fracture, Hairline Fracture or	20%
	Other Fracture)	
27	Nose or collar bone (any fracture)	20%
28.	Arm, elbow, wrist or ribs (Simple Fracture, Hairline Fracture or Other	10%
	Fracture)	
29.	Finger, Thumb, Foot, Hand or Toe (any fracture)	7.5%

## **Bodily Injury Resulting in Surgery Outside Australia**

If, an **Insured Person** suffers an **Accident** resulting in **Bodily Injury** during the **Insurance Period** and the **Operative Period of Cover**, which directly results in any of the below **Events** within twelve (12) months of the **Accident**, **We** will pay the corresponding **Benefit** shown in the table below if a sum insured is displayed on the **Policy Schedule** for this **Benefit**.

The surgery must be undertaken outside Australia. Any payment made will be subject to proof of surgery being undertaken.

	The Events	Percentage of Benefit
	The following <b>Event(s)</b> must occur within 12 months of the date of the	The amounts shown below are a
	Accident.	percentage of the amount shown on the
		Policy Schedule for this Benefit.
30.	Craniotomy	100%
31.	Amputation of a <b>Limb</b>	100%
32.	Fracture of a <b>Limb</b> requiring open reduction	50%
33.	Dislocation of a joint requiring open reduction	25%
34.	Any other surgical procedure carried out under a general anesthetic	5%



## **Bodily Injury Resulting In Loss Or Damage To Teeth**

If, an **Insured Person** suffers an **Accident** resulting in **Bodily Injury** during the **Insurance Period** and the **Operative Period of Cover**, which directly results in any of the below **Events** within 12 months of the **Accident**, **We** will pay the corresponding **Benefit** shown in the table below if a sum insured is displayed on the **Policy Schedule** for this **Benefit**.

	The Events	Percentage of Benefit
	The following <b>Event(s)</b> must occur within 12 months of the date of the	The amounts shown below are a
	Accident.	percentage of the amount shown on the
		Policy Schedule for this Benefit.
35.	Loss of <b>Teeth</b> resulting in prosthetic replacement - per <b>Tooth</b>	100%
36.	Damage to <b>Teeth</b> resulting in prosthetic replacement - per <b>Tooth</b>	50%

## **Weekly Sickness Benefit**

If, an **Insured Person** suffers a **Sickness** during the **Insurance Period** and the **Operative Period of Cover**, which directly result in any of the below **Events** within twelve (12) months of the **Sickness**, **We** will pay the corresponding **Benefit** shown in the table below if a sum insured is displayed on the **Policy Schedule** for this **Benefit**.

	The Events	Benefit Amounts  The amounts shown below are a percentage of the amount shown on the Policy Schedule for this Benefit.
37.	Temporary Total Disablement	Where an Insured Person suffers Temporary Total Disablement during the Insurance Period, We will pay up to the sum insured for the Benefit Period shown on the Policy Schedule, but not exceeding the percentage of Income shown on the Policy Schedule for that Insured Person(s). This Benefit is not payable during the Waiting Period
38.	Temporary Partial Disablement	Where an Insured Person suffers Temporary Partial Disablement during the Insurance Period, We will pay up to the sum insured and the Benefit Period shown on the Policy Schedule, but not exceeding the percentage of Income shown on the Policy Schedule for the Insured Person(s). This Benefit is not payable during the Waiting Period. Should the Insured Person be able to return to work with the Policyholder in a reduced capacity, but elect not to do so, the sum insured shall be reduced to 25% of the sum insured for Event 37.



## **Sickness Resulting In Surgery Outside Australia**

If, an **Insured Person** suffers a **Sickness** during the **Insurance Period** and the **Operative Period of Cover**, which directly results in any of the below **Events** within 12 months of the **Sickness**, **We** will pay the corresponding **Benefit** shown in the table below, if a sum insured is displayed on the **Policy Schedule** for this **Benefit**.

The surgery must be undertaken outside Australia. Any payment made will be subject to proof of surgery being undertaken.

	The Events	Benefit Amounts
	The following <b>Event(s)</b> must occur within 12 months of the date the	The amounts shown below are a
	<b>Insured Person</b> first becomes aware of the <b>Sickness</b> .	percentage of the amount shown on the
		Policy Schedule for this Benefit.
39.	Open heart surgical procedure	100%
40.	Brain surgery	100%
41.	Abdominal surgery carried out under general anesthetic	50%
42.	Any other surgical procedure carried out under a general anesthetic	5%



# **Section 2 | Recovery & Assistance Benefits**

#### **Accidental H.I.V. Infection Benefit**

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured** accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection:

- as a direct result of **Bodily Injury** caused by a violent and physical bodily assault by another person; or
- as a direct result of receiving medical treatment provided by a registered and legally qualified medical practitioner or registered nurse for an Insured Person's Bodily Injury or Sickness:

We will pay the **Insured Person** up to the amount stated in the **Policy Schedule** – Accidental H.I.V. Infection **Benefit**, provided that:

- a) any event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to **Us** and medical tests are carried out by a registered and legally qualified medical practitioner no more than one hundred and eighty (180) days from the date and time of the event giving rise to the potential H.I.V. infection;
- b) there is a positive diagnosis within one hundred and eighty (180) days of the event giving rise to the H.I.V. infection; and
- c) a recognised laboratory carries out medical and clinical tests that conclusively prove that the **Insured Person** was not H.I.V. positive prior to or at the time and date of the event giving rise to the H.I.V. infection.

No Benefit will be payable if You or the Insured Person fail to comply with or to provide the required level of proof.

#### **Coma Benefit**

If, during the Insurance Period and an Insured Person's Operative Period of Cover, the Insured Person sustains a Bodily Injury which directly causes or results in the Insured Person being in a state of continuous unconsciousness and the Insured Person or their legal representative provide Us with a Doctor's certificate that verifies that the direct cause of the continuous unconsciousness was the Bodily Injury, We will pay the Insured Person or their legal representative the amount stated in the Policy Schedule.

## **Home and Vehicle Modification Benefit**

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is on a Journey and sustains a **Bodily Injury** for which a **Benefit** is paid under Section 1: Personal Accident and Sickness - **Events** 2 or 3, **We** will pay up to the amount shown in the **Policy Schedule** for this **Benefit**, for costs necessarily incurred to modify the **Insured Person's** home and/or motor vehicle, or costs associated with relocating the **Insured Person** to a more suitable home, provided that medical evidence is presented from a **Doctor** certifying the modification and/or relocation is necessary.

## **Premature Birth/Miscarriage Benefit**

If, during the Insurance Period and an Insured Person's Operative Period of Cover, the Insured Person sustains a Bodily Injury that results in premature childbirth (prior to twenty-six (26) weeks gestation) or miscarriage, We will pay the Insured Person the lump sum insured shown in the Policy Schedule for this Benefit.

#### **Rehabilitation Benefit**

If, during the Insurance Period and an Insured Person's Operative Period of Cover, the Insured Person sustains a Bodily Injury or Sickness for which a Benefit is paid under Section 1: Personal Accident and Sickness - Events 2, 19, 20, 37 or 38,



We will pay up to the amount shown in the **Policy Schedule** for this **Benefit** for the costs necessarily incurred for rehabilitation for the **Insured Person** provided by a **Doctor** or medical specialist. Furthermore, rehabilitation includes special equipment and/or modifications to the **Insured Person's** usual workplace.

## **Tuition or Advice Expenses Benefit**

If, during the Insurance Period and an Insured Person's Operative Period of Cover, the Insured Person sustains a Bodily Injury or Sickness for which a Benefit is paid under Section 1: Personal Accident and Sickness - Events 2, 19, 20, 37 or 38, We will pay up to the amount shown in the Policy Schedule for this Benefit for costs necessarily incurred for tuition or advice for the Insured Person from a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and that medical evidence is provided by a Doctor certifying the tuition or advice is necessary.

## **Funeral Expenses Benefit**

If, during the Insurance Period and an Insured Person's Operative Period of Cover, the Insured Person dies as a result of Bodily Injury or Sickness covered under this Policy, We will reimburse the reasonable expenses incurred up to the sum insured shown in the Policy Schedule, for:

- the cost of the Insured Person's funeral, burial or cremation and associated expenses
- the cost of transporting the **Insured Person's** body or ashes:

provided that We are notified as soon as possible, and prior to the arrangement of any funeral services.

## **Family Funeral Expenses Benefit**

If, during the Insurance Period and an Insured Person's Operative Period of Cover, the Spouse/Partner or Dependent Child of an Insured Person dies as a result of Bodily Injury, We will reimburse the reasonable expenses incurred up to the amount shown in the Policy Schedule, for:

- the cost of the funeral, burial or cremation and associated expenses:
- the cost of transporting the Insured Person's body or ashes:

provided that **We** are notified as soon as possible, and prior to the arrangement of any funeral services.

## **Dependent Child Support**

If, during the Insurance Period and an Insured Person's Operative Period of Cover, the Insured Person suffers a Bodily Injury which results in an Accidental Death, We will pay to the Insured Person's Spouse or Partner or legal representative of the Insured Person's estate, the amount shown in the Policy Schedule, for each Dependent Child of the Insured Person subject to the maximum sum insured stated per family.

#### **Education Fund Benefit**

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** suffers an **Accidental Death**, **We** will pay for fees incurred on behalf of each surviving **Dependent Child**, up to the amount shown on the **Policy Schedule** for this **Benefit**, to that **Dependent Child's** school, TAFE or university subject to the maximum sum insured stated per family on the **Policy Schedule**.



#### **Trauma Benefit**

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is a victim of a criminal act such as murder, rape, sexual assault, violent robbery or a **Kidnapping**, **We** will pay the **Insured Person** or **You** up to the amount specified in the **Policy Schedule** for this **Benefit**.

#### **Chauffeur Benefit**

If, during the Insurance Period and an Insured Person's Operative Period of Cover, the Insured Person sustains a Bodily Injury or Sickness for which a Benefit is paid under Section 1: Personal Accident & Sickness - Events 19, 20, 37 & 38 (Weekly Injury and Weekly Sickness Benefits), provided that medical evidence is presented from a Doctor certifying that the Insured Person is unable to operate a motor vehicle or travel on other available modes of public transport, We will pay up to the sum insured in the Policy Schedule, for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the Insured Person directly to and from their normal place of residence and normal place of work.

## **Independent Financial Advice Benefit**

Following payment of a **Benefit** amount under Section 1: Personal Accident & Sickness - **Events** 1 to 8, **We** will reimburse the **Insured Person's Spouse or Partner** or estate up to the maximum sum insured in the **Policy Schedule**, for professional financial planning advice provided by a qualified financial planner within twelve (12) months after the date of the **Event**.

## **Orphan Benefit**

If, during the Insurance Period and an Insured Person's Operative Period of Cover, the Insured Person and their Spouse or Partner suffer Accidental Death as a result of the same Accident, We will pay to the Insured Persons' estate or the guardian of the Dependent Children a lump sum for each surviving Dependent Child subject to a maximum amount per family as shown in the Policy Schedule for this Benefit.

## **Out of Pocket Expenses Benefit**

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** sustains a **Bodily Injury** which directly results in otherwise unforeseeable expenses for clothing, medical aids (not including electronic devices) and local transportation for the purpose of seeking medical treatment within twelve months of the **Bodily Injury**, **We** will pay the actual and reasonable costs incurred up to the maximum amount shown in the **Policy Schedule** for this **Benefit**, provided that those costs are not insured elsewhere under this **Policy**, or **We** are otherwise prohibited by law from making such payments (for example if a Medicare benefit is payable).

#### **Spouse or Partner Employment Training Benefit**

If, during the Insurance Period and an Insured Person's Effective Period of Cover, the Insured Person sustains a Bodily Injury which results in an Accidental Death or Permanent Total Disablement, We will reimburse an Insured Person's Spouse or Partner up to the sum insured shown in the Policy Schedule for the actual costs incurred for training or retraining the Insured Person's Spouse or Partner:

- for the sole purpose of obtaining gainful employment;
- to improve their potential for employment; and/or
- to enable them to improve the quality of care they can provide to the **Insured Person**; Provided that:
  - the Spouse or Partner has not attained the age of seventy (70) years of age at the commencement of the training;
     and
  - o the training is provided by a recognised institution with qualified skills to provide such training.



This **Benefit** is payable in addition to any other applicable **Benefit** amount payable under this **Policy** and only applies if the Spouse or Partner incurs employment training expenses within twenty-four (24) months following the date of the **Insured Person's Bodily Injury** resulting in an **Accidental Death** or **Permanent Total Disablement.** 

## **Additional Coverage Enhancements**

## **Corporate Image Protection**

If, during the Insurance Period and an Insured Person's Operative Period of Cover, the Insured Person sustains a Bodily Injury which results in Accidental Death or Permanent Total Disablement, We will pay the Policyholder the actual and reasonable expenses necessarily incurred for the services of a public relations firm for the purpose of protecting the Policyholder's corporate image, up to the amount shown in the Policy Schedule for this Benefit.

## Disappearance

If the body of an **Insured Person** is not found within twelve (12) months after an **Accident, Accidental Death** will be presumed in the absence of any evidence to the contrary. The **Accidental Death Benefit** amount set out under Section 1-**Event** 1 shall become payable, subject to a signed undertaking by the beneficiary that if the **Insured Person** is subsequently found alive, such **Accidental Death Benefit** amount will be refunded to **Us.** 

#### **Escalation of Claim Benefit**

Subject to renewal of this **Policy** and payment of the **Premium**, after payment of a **Benefit** under Section 1 - **Events** 19, 20, 37 or 38 continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a **Benefit** is paid, the benefit will be increased by a compound rate of five percent (5%) per annum.

#### **Advanced Payment**

If, during the Insurance Period and an Insured Person's Operative Period of Cover, the Insured Person sustains a Bodily Injury or Sickness for which benefits are payable under Section 1: Personal Accident & Sickness - Events 19 or 37, provided that medical evidence is provided by a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) continuous weeks, We will pay at the time of first payment, eighteen (18) weeks benefit.

#### **Takeover Provisions**

This extension of cover shall only apply if it is noted as being covered on the Policy Schedule.

If takeover provisions apply, an **Insured Person** will be covered for **Bodily Injury** and or **Sickness** which first occurred within the **Insurance Period** and **Operative Period of Cover** of a Personal Accident and Sickness or Income Protection policy that was in force immediately before the **Effective Date of Individual Cover**, provided:

- a) the **Bodily Injury** or **Sickness** first occurred twelve months prior to the date of disablement;
- b) the **Bodily Injury** or **Sickness** would have been covered under the previous **Policy.**



# **GROUP PERSONAL ACCIDENT & SICKNESS INSURANCE**

#### **General Conditions**

These General Conditions apply to all covers and the Policy unless expressly stated otherwise in the Policy.

- If an Insured Person suffers a Bodily Injury resulting in any one of Events 2 to 8.a., no further Benefits will be payable under Section 1 Personal Injury and Sickness Part A Lump Sum Benefits for any subsequent Bodily Injury to that Insured Person
- 2. **Benefits** shall not be payable for more than one of **Events** 1 to 19 in respect of the same **Bodily Injury** in which case the highest **Benefit** amount will be paid
- 3. **Benefits** shall not be payable for more than one of the surgical benefits described in **Events** 22 to 26 and 29 to 32, in respect of any one **Bodily Injury** or **Sickness** in which case the highest **Benefit** amount will be paid.
- 4. Weekly **Benefits** shall not be payable:

in excess of the maximum **Benefit Period**, as specified in the **Policy Schedule**, in respect to any one **Bodily Injury** or **Sickness**;

- a) during the **Waiting Period**;
- b) beyond the date of the **Insured Person's** death;
- c) once the **Insured Person** is deemed fit to return to work by a **Doctor**;
- d) for more than one of **Events** 20 and/or 21 or **Events** 27 and/or 28 that occur during the same period of time;
- e) if the **Insured Person** fails to provide Us with all requested relevant information and other evidence reasonably required to assess their claim; or

during any period where the **Insured Person** fails to follow the advice of or undertake the recommended treatment by a **Doctor** for the current disability. Advice or treatment includes seeking specialist advice or undergoing rehabilitation such as but not limited to obesity, drug addiction or alcoholism treatment plans where the condition is related to or exacerbating the current disability.

- 5. We may require at any time during a period of disablement, that the Insured Person be examined by an independent medical officer of Our choosing and expense to obtain a second opinion. The costs associated with the examination will be met by Us however if the Insured Person fails to attend the examination for any unjustified reason, then they will be required to pay any costs incurred. If the second opinion is contrary to the opinion of the Insured Person's Doctor, We will obtain a third and independent Doctor's opinion which will be the opinion used for the purposes of assessing the claim. We may require at any time for the Insured Person to attend and complete a medical examination by this Doctor. Where the Insured Person fails to cooperate with Our Doctor's medical examination, We are entitled to conclude that no Temporary Disablement has occurred.
- 6. **You** or the **Insured Person** must provide **Us** with medical evidence provided by a **Doctor** regarding the **Insured Person's Temporary Disablement** and their ability to attend their usual occupation.
- 7. If an Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or related cause or causes within six (6) months of their return to work, the subsequent period of disablement will be deemed a continuation of the prior disablement. A new Waiting Period will not apply and the total Benefit Period shall not exceed the maximum Benefit Period, as specified in the Policy Schedule, inclusive of the benefit already received. If the Insured Person has worked on a full-time unrestricted basis for at least six (6) consecutive months, the subsequent period of disablement shall be deemed to have resulted from a new Bodily Injury or Sickness. A new Waiting Period and a new maximum Benefit Period as specified in the Policy Schedule shall apply.

Where a Bodily Injury requires surgical treatment which cannot be performed within the twelve (12) months from the date of the Accident, provided the Insured Person can demonstrate that such treatment was known



as necessary during the twelve (12) month period from the date of **Accident** and a **Doctor** certifies this, **We** will treat this as a continuation of the first **Bodily Injury** regardless of whether the **Insured Person** has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty-four (24) months from the original date of the **Accident**.

- 8. If an **Insured Person** returns to work for more than five (5) days during the **Waiting Period** and suffers a reoccurrence of the **Bodily Injury** or **Sickness** which led to the initial **Temporary Total Disablement**, then the **Waiting Period** shall recommence from the day that the **Insured Person** suffers **Temporary Total Disablement** after returning to work.
- 9. The amount of any **Benefit** payable for **Temporary Total Disablement** and **Temporary Partial Disablement** will be reduced by the amount of any periodic compensation benefits payable under any workers' compensation or accident compensation scheme and the amount of any sick pay received or any disability entitlement so that the total amount of any such benefit or entitlement and **Benefits** payable under the **Policy** shall not exceed the percentage of **Income** of the **Insured Person** shown in the **Policy Schedule** and/or the **Income** of the **Insured Person**.
- 10. If an Insured Person becomes unemployed whilst receiving Benefit payments under Events 20 and/or 21 or Events 27 and/or 28, and continues to suffer Temporary Total or Partial Disablement, We will pay out a maximum of six-weeks of Income or until the end of the Benefit Period (whichever occurs first) from the date the Insured Person becomes unemployed.
- 11. Subject to the **Advanced Payment Benefit** under Section 2 Rehabilitation and Assistance Benefits, Weekly **Benefits** shall be payable fortnightly in arrears.
- 12. Compensation for a period of less than one week will be paid at the rate of one-seventh (1/7th) of the weekly **Benefit** for each day during which the disability continues.
- 13. All **Benefits** shall be payable to the **Policyholder** or the **Insured Person**, as nominated by the **Policyholder**.
- 14. With respect to Section 1: Personal Injury and Sickness Part A Lump Sum Benefits, where the lump sum insured is **Income** linked and the **Insured Person** is not in receipt of an Income, the **Benefit** amount shall be fifty (50%) percent of the maximum sum insured stated in the **Policy Schedule** for the category applicable to such an **Insured Person**.
- 15. With respect to Section 1 Personal Injury and Sickness Part A Lump Sum Benefits, the Benefit payable in respect of **Insured Persons** under eighteen (18) years of age shall be limited to ten (10%) percent of the sum insured shown in the **Policy Schedule** under **Event** 1 **Accidental Death** or \$50,000, whichever is the lesser. With respect to **Events** 2 to 19, the **Benefit** is limited to the lesser of the sum insured stated in the **Policy Schedule** or \$250,000.
- Where an Insured Person is exposed to the elements as a result of an Accident and suffers from any of Events 1-18 under Section 1 Personal Accident & Sickness, as a direct result of that exposure within twelve (12) months of the Accident, the Insured Person will be deemed for the purposes of this Policy to have suffered a Bodily Injury on the date of the Accident.
- 17. Should a **Benefit** be payable under this **Policy** that is also payable under any other **Policy** issued by **Us**, the **Benefit** will only be payable under one (1) **Policy**, which shall be the **Policy** with the highest **Benefit** amount.
- 18. If an **Insured Person** makes a claim under the **Policy**, then such person will have the same obligations to **Us** as if they were the **Policyholder** and **We** will have the same rights against the **Insured Person** as **We** would have against the **Policyholder**.



We will not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction, including under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Australia, or the United States of America or any applicable jurisdiction.

#### **General Exclusions**

- 1. A Pre-Existing Condition.
- 2. **Bodily Injury** or **Sickness** which is intentional, deliberate, self-inflicted or caused by an **Insured Person**, including suicide or attempted suicide, whether sane, insane or under any mental distress.
- any fraudulent, dishonest, criminal or illegal act committed by the Policyholder or an Insured Person or any person the Policyholder or an Insured Person authorises to carry out such fraudulent, dishonest, illegal or criminal act.
- 4. **War, Civil War**, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power in Australia or an **Insured Person's Country of Residence.**
- 5. an **Insured Person** flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers.
- 6. an Insured Person participating, training or taking part in Professional Sport of any kind.
- 7. the use of and in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination.
- 8. a sexually transmitted disease, virus or infection; (with the exception to the extent the Accidental HIV Infection **Benefit** is covered under Section 2).
- 9. no **Benefits** are payable under this **Policy** if the payment of any **Benefit**:
  - a) would be considered to be 'health insurance business' as defined in the Private Health Insurance Act 2007 (Cth) and its regulations, or
  - b) would be illegal or unlawful under any law in any jurisdiction, including under the National Health Act 1953 (Cth) or the Health Insurance Act 1973 (Cth).



# **GROUP PERSONAL ACCIDENT & SICKNESS INSURANCE**

#### **General Provisions**

These General Provisions apply to all covers and the Policy unless expressly states otherwise in the Policy.

## Policy Limit(S) Of Liability

**Our** maximum liability for all claims arising under this Policy during the Insurance Period shall not exceed the amount shown on the **Policy Schedule** against Policy Limit of Liability.

In the event that claims are made under the **Policy** which exceed the above **Policy** Limit of Liability, We shall reduce the payments made with respect to each Insured Person in accordance with the Policy Limit of Liability. **Our** maximum liability related to anyone (1) event giving rise to a claim under the **Policy** with respect to a Non-Scheduled Flight, shall not exceed the amount shown in the **Policy Schedule** against Non-Scheduled Flight Limit of Liability.

**Our** maximum liability related to anyone (1) event giving rise to a claim under the **Policy** with respect to **Passive War** shall not exceed the amount shown in the **Policy Schedule** against **Passive War** Limit of Liability Any One Event.

**Our** maximum liability for all claims arising under the **Policy** during anyone (1) **Insurance Period** relating to **Passive War** shall not exceed the amount shown in the **Policy Schedule** against **Passive War** Limit of Liability, with **Our** liability to cease at the end of the **Insurance Period**, irrespective of whether travel outside Australia has been completed.

In the event that claims made under this insurance exceed the Policy Limit of Liability, then the amount by which claims exceed this limit will be proportionally reduced.

#### **Alteration Of Risk**

The **Policyholder** must advise **Us** as soon as is reasonably practical of any alteration of the **Policyholder's** business activities which increase the risk of damage, **Bodily Injury**, liability, loss or **Sickness**.

## **Assistance And Co-Operation**

The **Insured** shall co-operate with **Us** and upon **Our** reasonable request, assist in making settlements, in the conduct of lawsuits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the **Policyholder** because of **Bodily Injury** or damage with respect to which insurance is afforded under the **Policy**. In that regard, the **Policyholder** may be requested to attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Policyholder** shall not voluntarily make any payment, accept fault, assume any obligation or incur any expense other than for first aid to others at the time of **Accident**.

#### **Cancellation**

The **Policyholder** may cancel this **Policy** at any time by notifying **Us** in writing. The cancellation will take effect from 4:00pm on the day **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). Cancellation by **Us** takes affect from 4:00pm on the day which is three (3) business days from the date **We** notify **You** in writing.

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 and less any nonrefundable government charges, taxes and levies. However, **We** may not refund any Premium if **We** have paid a claim or **Benefit** to the **Policyholder** or an **Insured Person** under the **Policy**.



#### **Instalment Policies**

Where **We** have agreed that **You** may pay **Your** Premium by instalments there are special conditions that apply to **Your Policy**.

If You have not paid Your Premium instalment by the due date without justifiable cause, We may do the following:

- Cancel **Your Policy** if any Premium instalment is unpaid for one month or more;
- In the event of a claim, not pay for any benefits You may be entitled to if an instalment is more than 14 days overdue;
- If an instalment is less than 14 days overdue, deduct the overdue amount from any claim settlement;
- For claims, deduct all outstanding Premium instalments which are unpaid from the settlement amount.

You are responsible for any bank fees or charges imposed or associated with lack of sufficient funds in Your account.

If **You** are renewing **Your Policy** and **You** paid **Your** previous **Policy** by instalments, **We** will continue to deduct instalments for **Your** renewed **Policy**, unless **You** tell **Us** otherwise.

## **Claim Notification**

The **Policyholder** must notify **Our** nominated claims handler as soon as reasonably possible but, in any event, no later than within thirty (30) days of an event that is likely to give rise to a claim. A failure to furnish **Us** with notice within the time provided in the **Policy** will not invalidate any claim but the amount payable under **Your** contract may be reduced to the extent to which **We** have suffered any prejudice due to such failure.

#### **Currency**

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

## **Reasonable Care**

The **Insured** and **Insured Person's** must take all reasonable care to prevent or minimise loss, damage, Injury, **Sickness** or liability under this **Policy**.

#### **Fraudulent Claims**

If the **Insured** or any person covered under this **Policy** makes a claim or arranges for another party to make a claim that is in any way false, dishonest or fraudulent, then **We** may refuse to pay any such claim or treat the contract as though it never existed.

#### Other Insurance

In the event of a claim, the **Insured** or **Insured Person** must advise **Us** as to any other insurance that covers the same risk which are insured by this **Policy**, or that they are entitled to claim under or have access to.

## **Subrogation**

Save as to the circumstances set out in Sections 65(5) and (6) of the Insurance Contracts Act 1984, when **We** pay any amount under this **Policy**, **You** or **Your** legal representative agree that **We** shall be subrogated to all of **Your** or **Your** legal representative rights to recover against any person or entity and **You** or **Your** legal representative agree to execute and deliver any certificates, information and other documentation as **We** may reasonably require and do whatever else is reasonably necessary to enable **Us** to secure such rights.