

## **WAGEguard™**

*Income protection insurance  
for plumbing trades*

# Product Disclosure Statement

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



Preparation Date: 2 March 2021  
Effective Date: 5 March 2021

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## Part A: About this insurance



### About this Product Disclosure Statement

This Product Disclosure Statement (PDS) is an important document about this product and includes the policy wording which starts on page 6. You should read it carefully before making a decision to purchase this product.

This PDS will help *you* to:

- decide whether this product will meet *your* needs; and
- compare this product with other products *you* may be considering.

The information contained in this PDS is general information only. It is important *you* read *your* policy to ensure *you* have the cover *you* need.

### About the Insurer

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

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

### About AFA

AFA Pty Ltd (ABN 83 067 084 333 and AFS Licence No. 247122) is an Underwriting Agency, specialising in the design and marketing of Accident & Health 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.

AFA acts on behalf of the insurer in relation to this insurance not *you*.

### Contact Details

#### AFA Pty Ltd

PO Box R1852, Royal Exchange, NSW 1225

Telephone 02 9259 8222

Facsimile 02 9259 8200

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

#### Zurich Australian Insurance Limited

118 Mount Street, North Sydney NSW 2059

Client Enquiries Telephone: 132 687

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

#### ABOUT MARSH

Marsh Pty Ltd (ABN 86 004 651 512 and AFS Licence No. 238983) is the world leader in delivering risk and insurance services and solutions to clients. Our mission is to create and deliver risk solutions and services that make its clients more successful. Marsh provides global risk management, risk consulting, insurance broking, financial solutions and insurance program management services for businesses, public entities, associations, professional services organisations, and private clients.

Marsh is an operating unit of Marsh & McLennan companies (MMC), a global professional-services firm with 63,000 employees and annual revenues exceeding US\$11 billion.

Marsh acts on behalf of the *insured* and not AFA or the insurer.

### How to Apply for this Insurance

Throughout this document when we are referring to *your* insurance broker or adviser, we simply refer to them as *your* intermediary.

If *you* are interested in buying this product or have any inquiries about it, *you* should contact *your* intermediary, who should be able to provide *you* with all the information and assistance *you* require.

If *you* are not satisfied with the information provided by *your* intermediary, *you* can contact us at the address or telephone number shown on page 1 of this document. However, we are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for *your* personal objectives, needs or financial situation.

## Our Group Accident and Sickness Insurance

Group 24 Hour Sickness, Accident and Journey Cover allows *you* to tailor the cover for *your* requirements. Cover can be arranged by *you* (referred to as the *insured*) to cover yourself or some other person(s) (referred to as the *insured person(s)*).

The policy generally operates 24 hours a day, seven days a week, anywhere in the world, however this can be customised for *your* requirements and the *scope of cover* will be shown on *your* policy schedule.

## Our Contract With You

This policy is a contract of insurance between the *insured* and us and contains all the details of the cover that we provide. The policy is made up of:

- the policy wording which begins at page 6 of this document. It tells *you* what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the proposal, which is the information *you* provide to us when applying for insurance cover;
- your most current policy schedule issued by us. The policy schedule is a separate document unique to you, which shows the insurance details relevant to you. It includes any changes, exclusions, terms and conditions made to suit *your* individual circumstances and may amend the policy; and
- any other change otherwise advised by us in writing (such as an endorsement or a supplementary PDS). These changes vary or modify the above documents.

Please note, only those covers shown as covered in *your* policy schedule are *insured*.

This document is also the PDS for any offer of renewal we may make, unless we tell *you* otherwise. Please keep *your* policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

## About an Insured Person

An *insured person* has a right to recover under this policy only through Section 48 of the Insurance Contracts Act 1984 (Cth) and is not a party to the contract of insurance. Only the *insured* is able to vary or cancel the policy.

*Insured persons* are not charged for the right to make a claim under this policy.

Any person who may be *insured* under this policy should consider obtaining their own advice from an appropriately licensed person to determine if the benefits provided by this policy are suitable to their needs. No advice is provided by either *you* or us as to the suitability of these benefits to the needs of anyone who may be entitled to benefits under it.

## WHEN THE INSURED PERSON'S COVER STARTS AND ENDS

An *insured person's* ability to access cover:

- starts at the time the relevant person becomes an *insured person*; and
- ends at the earliest happening of the following:
  - (a) the relevant person is no longer meeting the criteria specified in the schedule for an *insured person*;
  - (b) the date and time *you* request that such *insured person* ceases to have access to the benefits under this policy; or
  - (c) the date and time this policy ends in accordance with the policy terms, either because the period of insurance as ceased and the policy has not been renewed with us, or this policy has been cancelled in accordance with the policy terms.

## SOME WORDS HAVE SPECIAL MEANINGS

We capitalise or italicise terms in this PDS, to show that words are abbreviations or have a particular defined meaning.

*You* should refer to the Definitions in this document to obtain the full meaning of such terms.

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

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

## Significant Issues to Consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that *you* should be aware of when deciding to purchase our product. These things may affect the amount of the payment that we will make to *you* if *you* have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of *your* sum insured shown in *your* schedule or some other amount, factor or item specified in the relevant clause or this document. You should be aware of the following matters in considering whether this product is suitable for *your* needs.

## EXCESSES CAN APPLY

An excess may apply to claims made under each of these Sections. An excess is not an additional fee, charged by us at the time of making a claim. Rather, it is the uninsured first portion of a loss for which *you* are otherwise covered, i.e. the amount that *you* must contribute towards each claim.

We are able to provide options to quote higher or lower excess or *excess period* alternatives in certain circumstances, which will either decrease or increase *your* premium, depending upon the options requested.

The *excess period* applicable to *your* policy is specified in the schedule.

## Important Matters You Should Know and Read

### COOLING OFF PERIOD

After *you* apply for a AFA product and *you* have received the policy document, *you* have 21 days to check that the policy meets *your* needs. Within this time *you* may cancel the policy and receive a full refund of any premium paid, unless *you* have:

- made a claim or become entitled to make a claim under *your* policy; or
- exercised any right or power *you* have in respect of *your* policy or the policy has ended.

Your request will need to be in writing and forwarded to us via *your* intermediary or to the address shown on page 1 of this document.

You can cancel *your* policy at any time after the cooling-off period. Please refer to 'Cancellation' under General Provisions on page 19.

### KEEPING US UP TO DATE

You must notify us immediately:

If *you* become aware that *you* are suffering from any *injury* or medical condition which is likely to affect *your* ability to work.

If *you* do not do so we may:

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

## CHANGE OF OCCUPATION

Cover is provided for *you* on the basis that *you* continue in the occupation shown on *your* policy certificate. If *you* change *your* occupation, *you* should make every practicable effort to notify us prior to changing *your* occupation. Not advising us in advance of changing *your* occupation may prejudice our rights and reduce or exclude cover under this policy. If we choose to accept this change and cover *you* for *your* new occupation, we will do so in writing, and such cover may be subject to different terms and/or additional premium may apply. If different terms or additional premium do apply, we will tell *you* this at the time we confirm if we wish to continue to cover *you*.

## IF THE PREMIUM IS PAYABLE BY INSTALMENTS

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

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

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

We have the right to vary policy benefits and the premium payable at the end of each *policy period*.

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

## 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

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 is bound by the Privacy Act 1988 (Cth). 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, other insurers and 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 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Corporations Act 2001 (Cth), Autonomous Sanctions Act 2011 (Cth), A New Tax System (Goods and Services Tax) Act 1999 (Cth) and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at [www.zurich.com.au](http://www.zurich.com.au) or by telephoning Zurich on 132 687 and AFA's Privacy Policy is available at [www.afainsurance.com](http://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. It also sets out how we handle complaints and how *you* can access or correct *your* details or make a complaint.

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](http://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 Code of Practice

We are signatories to the General Insurance Code of Practice (the Code) and support the Code.

The objectives of the Code are:

- to commit us to high standards of service;
- to promote better, more informed relations between us and you;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of
- complaints and disputes *you* make about us; and
- to promote continuous improvement of the general insurance industry through education and training.

Further information about the Code and *your* rights under it is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or by contacting us.

## Complaints and Disputes Resolution Process

We welcome every opportunity to resolve any concerns *you* may have with our products or service. Any enquiry or complaint relating to this insurance or AFA Pty Ltd should first be referred to:

In Writing to: AFA Pty Ltd  
PO Box R1852, Royal Exchange NSW 1225  
Telephone: 02 9259 8222  
Facsimile: 02 9259 8200  
Email: enquiries@afainsurance.com

If *you* have a complaint about an insurance product we have issued or service *you* have received from us, please contact *your* intermediary to initiate the complaint with us. If *you* are unable to contact *your* intermediary, *you* can contact us directly on 1300 728 997.

We will acknowledge receipt of *your* complaint within 24 hours or as soon as practicable.

If this does not resolve the matter or *you* are not satisfied with the way a complaint has been dealt with, *you* may access our internal dispute resolution process. Please refer to the general insurance fact sheet available on our website for details of our internal dispute resolution process.

We expect that our internal dispute resolution process will deal fairly and promptly with *your* complaint, however, *you* may take *your* complaint to the Australian Financial Complaints Authority (AFCA) at any time.

AFCA is an independent external dispute resolution scheme. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to *you*.

## 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 [www.fcs.gov.au](http://www.fcs.gov.au)

## Updating this PDS

The information in this PDS is up to date at the time it is prepared. Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, we will update this information on our website at [www.afainsurance.com](http://www.afainsurance.com). A paper copy of the updated information will be available free of charge upon request, by contacting *your* intermediary or us by using our contact details are on page 1 of this PDS. Please note that we may choose to issue a new or supplementary PDS in other circumstances.

## Part B: Policy Schedules and Wording

### Schedule 1 — Working Hours Protection

#### INSURED PERSONS

All nominated employees of the *insured*.

#### SCOPE OF COVER

Full time cover while an *insured person* is entitled to receive benefits under any *Workcover* or *Workers Compensation Act*.

#### AGE LIMITATION

Over 16 and under 70 years of age.

| The compensation applicable under each section of this policy for each Insured Person |   |
|---|---|
| Section   | The Compensation  |
| a. <b>CAPITAL BENEFITS,</b>   |   |
| Event 1(a)  | \$200,000   |
| Event 1(b)  | \$150,000   |
| Events 2 – 51   | \$100,000   |
| b. <b>WEEKLY INJURY BENEFIT,</b>  |   |
| Event 52 & 53   | 90% of <i>income</i> to a maximum of \$1,500<br>75% of <i>income</i> to a maximum of \$1,000 for <i>insured persons</i> over age 65 years |
| Aggregate period  | 104 weeks<br>52 weeks over age 60 years   |
| <i>Excess period</i>  | 14 days   |
| c. <b>WEEKLY SICKNESS BENEFIT,</b>  |   |
| Event 54 & 55   | 90% of <i>income</i> to a maximum of \$1,500  |
| <b>No sickness cover over 65 and under 70 years of age</b>                            | 75% of <i>income</i> to a maximum of \$1,000 for <i>insured persons</i> over age 65 years   |
| Aggregate period  | 104 weeks<br>52 weeks over age 60 years   |
| <i>Excess period</i>  | 14 days   |

### Schedule — 1 Working Hours Protection Schedule of Compensation

#### SECTION A — CAPITAL BENEFITS

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

| The Events Injury, as defined resulting in:  | The Compensation |
|--|------------------|
| 1. a) Death – <i>insured persons</i> with dependents   | 100%             |
| 1. b) Death – <i>insured persons</i> without dependents  | 100%             |
| 2. Permanent total quadriplegia  | 100%             |
| 3. Permanent total paraplegia  | 100%             |
| 4. Permanent total loss of sight of both eyes  | 100%             |
| 5. Permanent total loss of sight of an only eye  | 100%             |
| 6. Permanent total loss of use of two limbs  | 100%             |
| 7. Permanent loss of independent existence   | 100%             |
| 8. Permanent total loss of use of the right arm or of the greater part of the right arm                                      | 80%              |
| 9. Permanent total loss of use of the left arm or of the greater part of the left arm  | 75%              |
| 10. Permanent total loss of use of the right hand or of five fingers of the right hand or of the lower part of the right arm | 70%              |
| 11. Permanent total loss of use of the left hand or of five fingers of the left hand or of the lower part of the left arm    | 65%              |
| 12. Permanent total loss of use of a leg   | 75%              |
| 13. Permanent total loss of use of a foot  | 65%              |



| The Events<br>Injury, as defined resulting in:  | The<br>Compensation |
|---|---------------------|
| 14. <i>Permanent total loss</i> of use of the lower part of a leg   | 70%                 |
| 15. <i>Permanent total loss</i> of sight of one eye, together with the various diminution of the sight of the other eye | 75%                 |
| 16. <i>Permanent total loss</i> of sight of one eye   | 40%                 |
| 17. <i>Permanent total loss</i> of binocular vision   | 40%                 |
| 18. <i>Permanent total loss</i> of eyeball (in addition to compensation for loss of sight of an eye)                    | 22%                 |
| 19. <i>Permanent total loss</i> of hearing  | 65%                 |
| 20. <i>Permanent total loss</i> of speech   | 60%                 |
| 21. <i>Permanent total loss</i> of sense of taste or smell  | 17%                 |
| 22. <i>Permanent total loss</i> of both taste and smell   | 34%                 |
| 23. <i>Permanent total loss</i> of sexual organs  | 47%                 |
| 24. <i>Permanent total loss</i> of breasts  | 47%                 |
| 25. <i>Permanent total loss</i> of one breast   | 30%                 |
| 26. <i>Permanent total loss</i> of use of the thumb of right hand   | 30%                 |
| 27. <i>Permanent total loss</i> of use of the thumb of left hand  | 26%                 |
| 28. <i>Permanent total loss</i> of use of the forefinger of the right hand  | 21%                 |
| 29. <i>Permanent total loss</i> of use of the forefinger of the left hand   | 18%                 |
| 30. <i>Permanent total loss</i> of use of two joints of the forefinger of the right hand                                | 16%                 |
| 31. <i>Permanent total loss</i> of use of two joints of the forefinger of the left hand                                 | 12%                 |

| The Events<br>Injury, as defined resulting in:  | The<br>Compensation |
|---|---------------------|
| 32. <i>Permanent total loss</i> of a joint of the thumb   | 16%                 |
| 33. <i>Permanent total loss</i> of use of the first joint of the forefinger of the right hand                   | 10%                 |
| 34. <i>Permanent total loss</i> of use of the first joint of the forefinger of the left hand                    | 9%                  |
| 35. <i>Permanent total loss</i> of use of the first joint of the middle or little or ring finger of either hand | 6%                  |
| 36. <i>Permanent total loss</i> of use of the middle finger of either hand                                      | 12%                 |
| 37. <i>Permanent total loss</i> of use of the little finger on either hand                                      | 11%                 |
| 38. <i>Permanent total loss</i> of use of two joints of the middle finger of either hand                        | 10%                 |
| 39. <i>Permanent total loss</i> of use of two joints or ring finger of either hand                              | 9%                  |
| 40. <i>Permanent total loss</i> of use of the great toe of either foot  | 22%                 |
| 41. <i>Permanent total loss</i> of use of a joint of the great toe of either foot                               | 10%                 |
| 42. <i>Permanent total loss</i> of use of any toe   | 6%                  |
| 43. <i>Permanent total loss</i> of use of a joint of any other toe  | 2%                  |

| The Events<br>Injury, as defined resulting in:  | The<br>Compensation  |
|---|--|
| 44. <i>Permanent</i> partial loss of the sight of both eyes or of an eye only                           | Such percentage of the maximum compensation payable for <i>total loss</i> as is equal to the percentage (being not less than 10) of the diminution of sight measured without the aid of a correcting lens. |
| 45. <i>Permanent</i> partial loss of hearing  | Such percentage of the maximum compensation payable for <i>total loss</i> as is equal to the percentage (being not less than 7) of the diminution of hearing.  |
| 46. <i>Permanent</i> total impairment of the entire spine (provided greater than 10% of spine affected) | 10%–100%   |
| 47. <i>Permanent</i> total impairment of the back   | 10%–60%  |
| 48. <i>Permanent</i> impairment of the neck   | 10%–40%  |
| 49. <i>Permanent</i> impairment of the pelvis   | 10%–15%  |
| 50. Severe facial disfigurement   | 10%–26%  |
| 51. Severe bodily disfigurement   | 10%–22%  |

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

- a) Where an *insured person* habitually uses the left *hand* and arm to perform tasks usually performed by a person with the right *hand* and arm the compensation payable for the loss of such left arm or the greater part of the arm or for the *total loss* of the left *hand* or of five *fingers* therefore or the lower part of that arm or of a *finger* or part of a *finger* or the

left *hand* shall be such amount as would have been payable for a similar loss in respect of the right arm or parts thereof, but in any such case the compensation for the loss of the right arm or the greater part of that arm or for the *total loss* of the right *hand* or of five *fingers* thereof or of the lower part of that arm or of a *finger* or part of a *finger* of the right *hand* shall be such amount as would have been payable for a similar loss in respect of the left arm or the part or parts thereof if the *insured person* did not habitually use the left *hand* and arm and to perform tasks usually performed by a person with the right *hand* and arm; and

- b) where a percentage range is provided under the compensation, the highest and lowest percentages shall be reserved for *injuries* resulting in maximum or minimal impairment;
- c) in the case of loss of sexual organs (subject to the maximum percentage of 47% and without limiting for other loss of sexual organs):
- i. the percentage payable for loss of penis is 47%; and
  - ii. the percentage payable for loss of 1 testicle is 10%; and
  - iii. the percentage payable for loss of 2 testicles or an only testicle is 47%.
- d) the degree of impairment in the case of *injuries* to the back, neck or pelvis, will be assessed according to the methods specified in the American Medical Association Guides to the Evaluation of Permanent Impairment (Second Edition or a subsequent prescribed edition).

#### ADDITIONAL BENEFITS

##### PAIN AND SUFFERING BENEFIT

In the event of the payment of a claim under Section A — Events 8 to 51, we will pay an additional percentage of the claimed capital sum insured as we in our absolute discretion shall determine as being appropriate to the *injury* suffered.

## SECTION B — WEEKLY INJURY BENEFIT

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

| The Events Injury, as defined resulting in: | The Compensation  |
|---|---|
| 52. Temporary Total Disablement             | During such disablement the amount per week specified in the schedule or <i>income</i> as defined whichever is the lesser.  |
| 53. Temporary Partial Disablement           | During such disablement 25 per cent of event 52 per week.<br>If the <i>insured person</i> is able to return to work in a reduced capacity then the compensation payable shall be calculated as the difference between the compensation for Event 52 per week and the current <i>income</i> received from the reduced work capacity. If the <i>insured person</i> is able to return to work in a reduced capacity, but declines to do so then the compensation payable will be reduced to 25 per cent of the compensation for Event 52 per week. |

## SECTION C — WEEKLY SICKNESS BENEFIT

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

| The Events Sickness, as defined resulting in: | The Compensation  |
|---|---|
| 54. Temporary Total Disablement               | During such disablement the amount per week specified in the schedule or <i>income</i> as defined whichever is the lesser.  |
| 55. Temporary Partial Disablement             | During such disablement, if the <i>insured person</i> is able to return to work in a reduced capacity then the compensation payable shall be calculated as the difference between the compensation for Event 54 per week and the current <i>income</i> received from the reduced work capacity. |

## Schedule 2 — Journey Protection

### INSURED PERSONS

Employees as nominated by the *insured*.

### SCOPE OF COVER

Full time cover while an *insured person* is entitled to receive benefits under any Workcover or Workers Compensation Act.

### AGE LIMITATION

Over 16 and under 70 years of age.

| The compensation applicable under each section of this policy for each Insured Person |  |
|---|--|
| Section   | The Compensation   |
| a. CAPITAL BENEFITS, Event 1– 51  | \$100,000  |
| b. WEEKLY INJURY BENEFIT, Event 52 & 53   | 90% of <i>income</i> to a maximum of \$1,700<br>75% of <i>income</i> to a maximum of \$1,000 for <i>insured person</i> over age 65 years |
| Aggregate period  | 52 weeks over age 60 years   |
| Excess period   | 14 days  |

## Schedule — 2 Journey Protection Schedule of Compensation

### SECTION A — CAPITAL BENEFITS

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

| The Events Injury, as defined resulting in:     | The Compensation |
|---|------------------|
| 1. Death  | 100%             |
| 2. Permanent total quadriplegia                 | 100%             |
| 3. Permanent total paraplegia                   | 100%             |
| 4. Permanent total loss of sight of both eyes   | 100%             |
| 5. Permanent total loss of sight of an only eye | 100%             |

| The Events<br>Injury, as defined resulting in:  | The<br>Compensation |
|---|---------------------|
| 6. <i>Permanent total loss of use of two limbs</i>  | 100%                |
| 7. <i>Permanent loss of independent existence</i>   | 100%                |
| 8. <i>Permanent total loss of use of the right arm or of the greater part of the right arm</i>                                      | 80%                 |
| 9. <i>Permanent total loss of use of the left arm or of the greater part of the left arm</i>  | 75%                 |
| 10. <i>Permanent total loss of use of the right hand or of five fingers of the right hand or of the lower part of the right arm</i> | 70%                 |
| 11. <i>Permanent total loss of use of the left hand or of five fingers of the left hand or of the lower part of the left arm</i>    | 65%                 |
| 12. <i>Permanent total loss of use of a leg</i>   | 75%                 |
| 13. <i>Permanent total loss of use of a foot</i>  | 65%                 |
| 14. <i>Permanent total loss of use of the lower part of a leg</i>   | 70%                 |
| 15. <i>Permanent total loss of sight of one eye, together with the various diminution of the sight of the other eye</i>             | 75%                 |
| 16. <i>Permanent total loss of sight of one eye</i>   | 40%                 |
| 17. <i>Permanent total loss of binocular vision</i>   | 40%                 |
| 18. <i>Permanent total loss of eyeball (in addition to compensation for loss of sight of an eye)</i>                                | 22%                 |
| 19. <i>Permanent total loss of hearing</i>  | 65%                 |
| 20. <i>Permanent total loss of speech</i>   | 60%                 |
| 21. <i>Permanent total loss of sense of taste or smell</i>  | 17%                 |
| 22. <i>Permanent total loss of both taste and smell</i>   | 34%                 |

| The Events<br>Injury, as defined resulting in:  | The<br>Compensation |
|---|---------------------|
| 23. <i>Permanent total loss of sexual organs</i>  | 47%                 |
| 24. <i>Permanent total loss of breasts</i>  | 47%                 |
| 25. <i>Permanent total loss of one breast</i>   | 30%                 |
| 26. <i>Permanent total loss of use of the thumb of right hand</i>   | 30%                 |
| 27. <i>Permanent total loss of use of the thumb of left hand</i>  | 26%                 |
| 28. <i>Permanent total loss of use of the forefinger of the right hand</i>                                      | 21%                 |
| 29. <i>Permanent total loss of use of the forefinger of the left hand</i>                                       | 18%                 |
| 30. <i>Permanent total loss of use of two joints of the forefinger of the right hand</i>                        | 16%                 |
| 31. <i>Permanent total loss of use of two joints of the forefinger of the left hand</i>                         | 12%                 |
| 32. <i>Permanent total loss of a joint of the thumb</i>   | 16%                 |
| 33. <i>Permanent total loss of use of the first joint of the forefinger of the right hand</i>                   | 10%                 |
| 34. <i>Permanent total loss of use of the first joint of the forefinger of the left hand</i>                    | 9%                  |
| 35. <i>Permanent total loss of use of the first joint of the middle or little or ring finger of either hand</i> | 6%                  |
| 36. <i>Permanent total loss of use of the middle finger of either hand</i>                                      | 12%                 |
| 37. <i>Permanent total loss of use of the little finger on either hand</i>                                      | 11%                 |
| 38. <i>Permanent total loss of use of two joints of the middle finger of either hand</i>                        | 10%                 |
| 39. <i>Permanent total loss of use of two joints or ring finger of either hand</i>                              | 9%                  |
| 40. <i>Permanent total loss of use of the great toe of either foot</i>  | 22%                 |

| The Events<br>Injury, as defined resulting in:  | The<br>Compensation  |
|---|--|
| 41. <i>Permanent total loss</i> of use of a joint of the great <i>toe</i> of either <i>foot</i>         | 10%  |
| 42. <i>Permanent total loss</i> of use of any <i>toe</i>  | 6%   |
| 43. <i>Permanent total loss</i> of use of a joint of any other <i>toe</i>                               | 2%   |
| 44. <i>Permanent</i> partial loss of the sight of both eyes or of an eye only                           | Such percentage of the maximum compensation payable for <i>total loss</i> as is equal to the percentage (being not less than 10) of the diminution of sight measured without the aid of a correcting lens. |
| 45. <i>Permanent</i> partial loss of hearing  | Such percentage of the maximum compensation payable for <i>total loss</i> as is equal to the percentage (being not less than 7) of the diminution of hearing.  |
| 46. <i>Permanent</i> total impairment of the entire spine (provided greater than 10% of spine affected) | 10%–100%   |
| 47. <i>Permanent</i> total impairment of the back   | 10%–60%  |
| 48. <i>Permanent</i> Impairment of the neck   | 10%–40%  |
| 49. <i>Permanent</i> Impairment of the pelvis   | 10%–15%  |
| 50. Severe facial disfigurement   | 10%–26%  |
| 51. Severe bodily disfigurement   | 10%–22%  |

## FOR THE PURPOSE OF SECTION A CAPITAL BENEFITS

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

## SECTION B — WEEKLY INJURY BENEFIT

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

| The Events Injury, as defined resulting in: |                               | The Compensation   |
|---|-------------------------------|--|
| 52.   | Temporary Total Disablement   | During such disablement the amount per week specified in the schedule or <i>income</i> as defined whichever is the lesser.   |
| 53.   | Temporary Partial Disablement | During such disablement 25 per cent of event 52 per week. If the <i>insured person</i> is able to return to work in a reduced capacity then the compensation payable shall be calculated as the difference between the compensation for Event 52 per week and the current <i>income</i> received from the reduced work capacity. If the <i>insured person</i> is able to return to work in a reduced capacity, but declines to do so then the compensation payable will be reduced to 25 per cent of the compensation for Event 52 per week. |

## Schedule 3 — Outside Working Hours Protection

### INSURED PERSONS

Employees as nominated by the *insured*.

### SCOPE OF COVER

Full time cover when an *insured person* is NOT entitled to receive benefits under any Workcover or Workers Compensation Act.

### AGE LIMITATION

Over 16 and under 70 years of age.

| The compensation applicable under each section of this policy for each Insured Person |   |
|---|---|
| Section   | The Compensation  |
| a.  | <p><b>CAPITAL BENEFITS,</b></p> <p><b>Event 1(a)</b> \$150,000</p> <p><b>Event 1(b)</b> \$125,000</p> <p><b>Events 2 – 15</b> \$100,000</p>   |
| b.  | <p><b>WEEKLY INJURY BENEFIT,</b></p> <p><b>Event 16 &amp; 17</b> 90% of <i>income</i> to a maximum of \$1,500</p> <p>75% of <i>income</i> to a maximum of \$1,000 for <i>insured persons</i> over age 65 years</p> <p>Aggregate period 104 weeks<br/>52 weeks over age 60 years</p> <p><i>Excess period</i> (i) 14 days</p> <p><i>Excess period</i> (ii) 30 days in respect of sporting injuries (refer Exclusions)</p> |
| c.  | <p><b>WEEKLY SICKNESS BENEFIT,</b></p> <p><b>Event 18 &amp; 19</b> 90% of <i>income</i> to a maximum of \$1,500</p> <p><b>No sickness cover over 65 and under 70 years of age</b> 75% of <i>income</i> to a maximum of \$1,000 for <i>insured persons</i> over age 65 years</p> <p>Aggregate period 104 weeks<br/>52 weeks over age 60 years</p> <p><i>Excess period</i> 14 days</p>                                    |

## Schedule — 3 Outside Working Hours Protection

### Schedule of Compensation

#### SECTION A — CAPITAL BENEFITS

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

| The Events<br>Injury, as defined resulting in:  | The<br>Compensation |
|---|---------------------|
| 1. (a) Death – <i>insured persons</i> with dependents   | 100%                |
| (b) Death – <i>insured persons</i> without dependents   | 100%                |
| 2. Loss of <i>independent existence</i>   | 100%                |
| 3. <i>Permanent</i> and incurable paralysis of all limbs                                      | 100%                |
| 4. <i>Permanent total loss</i> of sight on one or both eyes                                   | 100%                |
| 5. <i>Permanent total loss</i> of use of one or two limbs                                     | 100%                |
| 6. <i>Permanent</i> and incurable insanity  | 100%                |
| 7. <i>Permanent total loss</i> of hearing in:   |                     |
| (a) both ears   | 100%                |
| (b) one ear   | 20%                 |
| 8. <i>Permanent total loss</i> of lens of one eye   | 60%                 |
| 9. <i>Permanent total loss</i> of use of fingers:   |                     |
| (a) three joints per <i>finger</i>  | 10%                 |
| (b) two joints per <i>finger</i>  | 8%                  |
| (c) one joint per <i>finger</i>   | 5%                  |
| 10. <i>Permanent</i> and <i>total loss</i> of use of one <i>thumb</i> of either <i>hand</i> : |                     |
| (a) both joints   | 30%                 |
| (b) one joint   | 15%                 |
| 11. <i>Permanent</i> and <i>total loss</i> of use of toes of either <i>foot</i> :             |                     |
| (a) all one <i>foot</i>   | 15%                 |
| (b) great-both joints   | 5%                  |
| (c) great-one joint   | 3%                  |
| (d) other than great each <i>toe</i>  | 1%                  |

| The Events<br>Injury, as defined resulting in:  | The<br>Compensation  |
|---|--|
| 12. Fractured leg or patella with established non union   | 10%  |
| 13. <i>Permanent</i> disability not otherwise provided for under Events 3 to 15 inclusive             | Such percentage of the capital sum insured that we shall in our absolute discretion determine and being in our opinion not inconsistent with the benefits provided under Events 3 to 15 inclusive. |
| 14. Burns or disfigurement extending to more than 50% of the entire body                              | 20%  |
| 15. Loss of at least 50% of all sound and natural teeth including capped or crowned teeth – per tooth | 1%   |

## SECTION B — WEEKLY INJURY BENEFIT

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

| The Events Injury, as defined resulting in: |                               | The Compensation   |
|---|-------------------------------|--|
| 16.   | Temporary Total Disablement   | During such disablement the amount per week specified in the schedule or <i>income</i> as defined whichever is the lesser.   |
| 17.   | Temporary Partial Disablement | During such disablement 25 per cent of event 16 per week. If the <i>insured person</i> is able to return to work in a reduced capacity then the compensation payable shall be calculated as the difference between the compensation for Event 16 per week and the current <i>income</i> received from the reduced work capacity. If the <i>insured person</i> is able to return to work in a reduced capacity, but declines to do so then the compensation payable will be reduced to 25 per cent of the compensation for Event 16 per week. |

## SECTION C — WEEKLY SICKNESS BENEFIT

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

| The Events Sickness, as defined resulting in: |                               | The Compensation  |
|---|-------------------------------|---|
| 18.   | Temporary Total Disablement   | During such disablement the amount per week specified in the schedule or <i>income</i> as defined whichever is the lesser.  |
| 19.   | Temporary Partial Disablement | During such disablement, if the <i>insured person</i> is able to return to work in a reduced capacity then the compensation payable shall be calculated as the difference between the compensation for Event 18 per week and the current <i>income</i> received from the reduced work capacity. |

## Additional Benefits

The following additional benefits are subject to the terms, conditions and exclusions of the policy:

### 1. REHABILITATION & RETURN TO WORK ASSISTANCE

In the event of the payment of a claim under any Section A of this policy, we at our absolute discretion may elect to assist the *insured person* in arranging for:

- tuition or advice from a licensed vocational school, provided such tuition or advice is undertaken with the agreement of the *insured person's* attending physician;
- professional rehabilitation assistance in a "return to work" program;
- family counseling to help the *insured person* and his or her family cope with the *insured person's* disability and to enable the *insured person* to live an independent life;
- modifications to the *insured persons* normal home or workplace.

Compensation payable up to a maximum of \$10,000 (any one event).

### 2. RETURN TO WORK ASSISTANCE

In the event of the payment of a claim under any Section A of this policy we will assist the *insured person* in arranging for professional assistance to improve their physical and/or emotional condition. Assistance includes special equipment for and/or modifications to the *insured person's* normal home or workplace.

### 3. EXTENDED COVER

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

### 4. AUTOMATIC ADDITIONS AND DELETIONS CLAUSE

This policy extends to include automatically all employees as nominated in the *insured's* books during the course of the *policy period*, a listing of which is to be forwarded to us on a monthly basis.

### 5. FUNERAL BENEFIT

In the event that an *insured person* suffers death as a result of *injury*, we will reimburse expenses up to a maximum of



\$7,000 for the *insured person's* funeral, burial or cremation or costs (excluding funeral and interment costs) incurred in transporting the *insured person's* body or ashes and personal effects back to a place nominated by the legal representative of the *insured person's* estate.

## 6. ADVANCED PAYMENTS

We will pay the Weekly Benefit in advance for some *injuries* regardless of whether the *insured person* is disabled. Subject to the condition that the *excess period* is 30 days or less, the amount we will pay by way of advance as stated in the table below, represented in terms of the Weekly Benefit the *insured person* is entitled to receive for *temporary total disablement*. Should the *insured person* remain disabled after the period specified in the table, the normal Weekly Benefits will commence after expiry of the *excess period* and the period of the Weekly Benefit paid in advance.

## 7. FRACTURE OF ADVANCE PAYMENT

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

| The Fracture                      | Number of Weeks |
|-----------------------------------|-----------------|
| Femur (thigh)                     | 8 weeks         |
| Pelvis excluding coccyx           | 8 weeks         |
| Fibula or tibia                   | 4 weeks         |
| Humerus (upper arm)               | 8 weeks         |
| Ulna or radius (lower arm)        | 4 weeks         |
| Wrist                             | 3 weeks         |
| Ankle                             | 4 weeks         |
| Patella (knee cap)                | 4 weeks         |
| Clavicle (Collar bone)            | 3 weeks         |
| <i>foot</i> excluding <i>toes</i> | 3 weeks         |

## 8. BROKEN BONES BENEFIT

If an *insured person* suffers an *injury* resulting directly (and within 12 months of the date of the *injury*) in:

- broken or fractured bones
- any surgical procedure,

we will pay to the *insured person* the corresponding benefits specified in the benefits column below (subject to the terms and conditions of this policy)

| The Conditions   | The Benefits |
|--|--------------|
| a) Neck, skull or spine (full break)                       | \$10,000     |
| Hip  | \$1,500      |
| Jaw, pelvis, leg, ankle or knee (other fracture)           | \$1,000      |
| Cheekbone, shoulder or hairline fracture of skull or spine | \$600        |
| Arm, elbow or wrist (other fracture))                      | \$500        |
| Leg, ankle or knee (simple fracture)                       | \$400        |
| Nose or collar bone  | \$400        |
| Arm, elbow, wrist or rib (simple fracture)                 | \$200        |
| <i>Finger, thumb, foot, hand</i> or <i>toe</i>             | \$150        |
| b) Surgical benefit up to:                                 | \$2,000      |

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

Where an *insured person* suffers from more than one incident of broken or fractured bones as listed above arising from any one *injury*, the maximum benefit payable shall be the largest benefit specified in the Table of Benefits for the relevant condition suffered.

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

## 9. TRAUMA BENEFITS

In the event of an *injury*, we will pay the benefit shown in the column headed The Benefits if an *insured person* suffered from a Condition specified in the column headed The Conditions set out in the following table.

| The Conditions         | The Benefits |
|------------------------|--------------|
| Terminal <i>injury</i> | \$5,000      |
| Severe burns           | \$5,000      |
| Major head trauma      | \$5,000      |
| Chronic lung disease   | \$5,000      |
| Chronic liver disease  | \$5,000      |
| Chronic renal failure  | \$5,000      |
| Paralysis              | \$5,000      |
| Blindness              | \$5,000      |
| Major organ transplant | \$5,000      |

## 10. HOME HELP BENEFITS

In the event of an *insured person* suffering *injury* or *sickness* and is in entitled to *temporary total disablement* benefits we will pay for the cost of hiring domestic help and/or child minding services reasonably and necessarily incurred provided that:

- a) such child-minding services and domestic help are carried out by persons other than members of the *insured person's* family or other relatives or persons *permanently* living with the *insured person*.
- b) such child-minding services and domestic help is certified by a legally qualified *medical practitioner* as being necessary for the recovery of the *insured person* payable from the 30th day of treatment by a legally qualified *medical practitioner*.

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

## 11. OUT OF POCKET EXPENSES

Where an *insured person* is entitled to benefits under *temporary total* or *partial disablement* from an *injury* this policy extends to include such costs incurred for out of pocket expenses. They are only payable upon receipts furnished by the *insured person*, to a maximum of \$5,000 at the absolute discretion of the insurer. Out of pocket expenses covered are;

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

If an *insured person* or any of their *dependents*, suffers an *injury* to their teeth during both the *policy period* and whilst they are either:

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

we will reimburse the cost of dental treatment not claimable from any other source up to \$2,500 per event, limited to 4 events in any one *policy period*.

## 12. EMERGENCY TRANSPORT

If an *insured person* or any of their *dependents*, suffers an *injury* during both the *policy period* and while the *insured person* is either:

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

we will pay the costs of emergency ambulance services provided by road.

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

We will not provide compensation for pre-booked, non emergency ambulance charges or charges for inter-hospital transfer. The most we will pay is \$10,000 any one occurrence.

## 13. VOCATIONAL TRAINING/RE-TRAINING

If a *medical practitioner* certifies that the *insured person's* total or partial disablement will be assisted by the following, we will also pay up to an additional \$10,000 for:

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

## 14. STUDENT TUTORIAL BENEFITS

In the event of an *injury* *students* are entitled to re-imbusement of *student* tutorial fees provided that:

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

Maximum compensation we will pay is \$5,000.

## 15. EXPOSURE

If an *insured person* suffers an *injury* during this policy from an *accident* during this policy and that *injury* causes *you* to be exposed to the weather:

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

## 16. DISAPPEARANCE

We will presume that the *insured person* has died from an *injury* and pay any Lump Sum Benefit *you* are entitled to upon death from death by *injury* if:

- a) transport on which the *insured persons* are travelling disappears, sinks, or is wrecked during this policy;
- b) the body is not found within 1 year from the date of that *injury*; and
- c) the *insured person's* presumed death is not excluded.

## Exclusions

We will not pay any benefits where death, *injury*, *sickness*, disability or liability arises from or is caused directly or indirectly from:

1. where our payment would result in our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), the Private Health Insurance (Health Insurance Business) Rules as updated from time to time, or the National Health Act (Cth) or any amendment to, or consolidation, or re-enactment of, those Acts; or
2. which are covered by Medicare, or by any workers compensation legislation, transport accident legislation, government sponsored fund, plan, medical benefit scheme or any other insurance policy required to be effected by or under law;
3. for *temporary total disablement* or *temporary partial disablement* with respect to any *sickness* which is wholly or partly attributable to childbirth or pregnancy except for unexpected medical complications or emergencies arising there from; or as provided under Additional Benefit 17 'miscarriage/premature childbirth benefit';

4. the suicide, attempted suicide, or deliberately self-inflicted *injury* or *sickness* of the *insured* or an *insured person*;
5. any deliberate, illegal or criminal acts committed by the *insured* or any *insured person*, or any other person acting with their express consent or at their direction;
6. the *insured person* engaging or taking part in:
  - (a) flying in an aircraft or aerial device, unless as a passenger in an aircraft licensed to carry passengers;
  - (b) training for or participating in a professional sport; or
  - (c) active service in any armed force for any nation.
7. war, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power in Australia or an *insured person's* country of residence, or any of the following countries: Afghanistan, Chechnya, Iraq, North Korea or Somalia;
8. any *pre-existing condition*, provided that this exclusion will not apply to any illness or disease which is a direct result of medical or surgical treatment rendered necessary by any *injury*.

## SPECIAL PROVISIONS – GENERAL

### 1. COMPENSATION SHALL NOT BE PAYABLE;

- a) (i) Under more than one of the Events 2 to 7 (Schedules 1 and 2, Section A) or Events 2 to 7a (Schedule 3, Section A) in respect of the same period of time; or
- b) (ii) If an *insured person* suffers multiple *injuries* in the same *injury* and is entitled to compensation under more than one of Events 8 to 51 (Schedules 1 and 2, Section A) or Events 8 to 15 (Schedule 3, Section A) – we will pay compensation for more than one Event – providing the total compensation payable in respect of this Provision (ii) shall not exceed \$80,000.
- c) Under any events in excess of the Aggregate Period shown against such events in respect of any one *injury* or *sickness*.
- d) For the *excess period*.
- e) Beyond the date of the *insured person's* death.

## 2. CAPITAL BENEFITS LIMITATION

### SCHEDULE 2 – JOURNEY PROTECTION

(BENEFITS REDUCED BY WORKERS COMPENSATION OR TRANSPORT ACT)

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

### SCHEDULE 3 – OUTSIDE WORKING HOURS PROTECTION

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

Compensation payable under Schedule 3, Section A of this policy SHALL NOT be payable when an *insured person* is entitled to receive benefits under any Workcover or Workers Compensation Act or other Statutory body having similar effect.

- c) (COMPENSATION REDUCED IF ENTITLED TO TRANSPORT ACT)

Compensation payable under Schedule 3, Section A of this policy shall be reduced by any amount the *insured person* is entitled to receive under any Motor Vehicle Act or Transcover or Transport Accident Act or other Statutory body having similar effect.

## 3. WEEKLY BENEFITS LIMITATION

Compensation payable under Sections B (Weekly Injury Benefit) or Sections C (Weekly Sickness Benefit) is limited to the amount *insured* or the *insured person's* weekly income whichever is the lesser.

If an *insured person* is entitled to receive:

- a) disability benefits under any other policy of insurance; and/or
- b) disability benefits under the Wrongs Act or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or Workcover or Workers' Compensation Act or other Statutory body having similar effect; and/or
- c) sick leave entitlements taken, earned *income* from any other occupation – then compensation payable under Section B or Section C will be reduced by the amount necessary to limit our payments to his or her *income*.

The maximum amount payable for any *insured person* in respect of Sections A — Capital Benefits for any event or series of events occurring during a *policy period* is limited to the compensation shown in the schedule(s).

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 disability continues.

If an *insured person* suffers a recurrence of *temporary total* or *temporary partial disablement* from the same or related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless between such periods the *insured person* has worked on a full time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new *injury* or *sickness* and a new *excess period* shall apply.

#### 4. AGGREGATE LIMIT OF LIABILITY:

- a) Except as provided under 7(b), our total liability for all claims arising under this policy during any *policy period* shall not exceed the amount set out in the schedule.
- b) Our total liability for claims arising under this policy during any *policy period* relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes shall not exceed the amount set out in the schedule.

#### 5. INSURED PERSON – LIMIT OF LIABILITY

Our total liability during any 24 months period in respect of any *injury* to an *insured person* arising out of any one event, shall not exceed \$250,000.

## CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

### 1. COMPLYING WITH POLICY CONDITIONS

The due observance and fulfillment of the terms of this policy and the truth of the statements and answers in the Application, and in any statements and medical evidence required from *you* and/or an *insured person* in connection with this insurance, shall be conditions precedent to our liability to make any payment under this policy.

### 2. FRAUD

Any fraud, mis-statement or concealment by *you* or an *insured person* in relation to any matter affecting this insurance or in connection with the making of any claim under it will give us the rights provided for in the Insurance Contracts Act, including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the policy.

### 3. PREMIUM INSTALMENTS

If *your* premium for this insurance is to be paid by installment and;

- a) *you* fail to make the payment in the specified manner; or
- b) *you* fail to make payment in the specified manner and the payment is thirty (30) days overdue,

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

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

The effect of this is that this insurance will be cancelled by us if *your* installment is not received within thirty (30) days of being due and claims for events occurring after the *premium due date* will then be denied.

We have the right to vary policy benefits and compensation at the end of each 12 month *policy period*.

Such benefit and/or compensation variation will be notified to *you* in writing at least thirty (30) days before the *premium due date*.

### 4. CANCELLATION

- (a) You may cancel this policy at any time by notifying us. Notice of cancellation has the effect of cancelling this policy at 4.00pm on the day we receive *your* notice or such later date *you* request.
- (b) We may cancel this policy by notifying *you* in writing, if *you* are in breach of any of the terms or conditions, or for any other reason available at law.

Notice of cancellation has the effect of cancelling this policy at 4.00pm on the 30th business day, after the day on which notice was sent to you.

- (c) (i) After cancellation by you, we will be entitled to retain:
- (1) the pro rata premium for the period during which the policy has been in force; and
  - (2) any tax or duty paid or owing for which we are unable to obtain a refund.
- (ii) After cancellation by us, *you* will be entitled to a refund on a pro rata basis in relation to the unexpired period of insurance.

You will not receive a refund if *you* have made a claim or *you* become entitled to make a claim under the policy which is greater than 65% of the premium paid.

## 5. NOTIFICATION

We need to be notified as soon as reasonably possible after an *insured person* sustains an *injury* or a *sickness* which may give rise to a claim under the policy. 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.

## 6. CLAIM PROCEDURES

- (a) When an *insured person* notifies us of a potential claim, we will send *you* claim forms which need to be completed and returned to us within 30 days.
- (b) A medical certification will be required by the *insured person's medical practitioner* in the format we provide so the claim can be assessed. The *insured person* needs to meet the cost of these medical certifications.
- (c) For weekly benefits, ongoing medical certifications will be required. The *insured person* will need to meet the cost of these medical certifications.
- (d) We may also require the *insured person* to undergo medical examinations, and vocation and/or rehabilitation assessments but, if this is required, we will meet those costs.

## 7. OTHER INFORMATION

- (e) We may ask the *insured person* to provide such evidence to support their entitlement to a benefit as we may reasonably request. This evidence may include, but is not limited to the following:
- written authorities allowing us to access medical, financial or other relevant information, which may include personal and sensitive information;
  - in the case of a weekly benefit, evidence of the *insured person's* pre disability earnings, details of *income* or periodic payments received from other sources. We may require verification of this information by way of a financial audit;
  - details of any other insurance covering the same or similar, condition for which the *insured person* is making the claim.

## 8. YOUR CO-OPERATION

- (f) When making a claim under the policy an *insured* and *insured person* are under a duty to act with utmost good faith. We owe the same duty to *you* and the *insured person* in assessing the claim. *You* and the *insured person* need to therefore make every practicable effort to co-operate with us and comply with our requests in assessing the claim.

## 9. SANCTIONS REGULATION

*You* will at any time, at our request and expense, permit all steps required to enforce any rights to which we would be entitled, including but not limited to any necessary steps required to prosecute a person or group responsible for any unauthorised acts against *you*.

## Definitions

**Accident** means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended by *you*.

**Dependent** means an *insured person's*:

- legal or defacto spouse or partner with whom the *insured person* has cohabited for not less than 3 consecutive calendar months whose gross earnings are less than \$25,000 per year in the 12 calendar months immediately prior to the date that a weekly benefit becomes payable as a result of the *insured person* suffering an *injury* or *sickness* that results in a covered condition; or
- financially *dependent* children who are unmarried and who are 16 and under years of age or 26 and under years of age if they are a full time *student*.

**Excess Period** means the waiting period expressed in days, before we make a payment. The period of days relevant to *your excess period* is specified under *excess period* in the schedule.

**Fingers, Thumb or Toes** means the digits of a *hand* or *foot*

**Foot** means the entire *foot* below the ankle.

**Hand** means the entire *hand* below the wrist.

**Income** means the average of an *insured person's* weekly *income* net of business expenses but before personal deductions and *income* tax earned from personal exertion in his or her usual business, profession, occupation or employment for the number of weeks so engaged during the twelve month period immediately preceding *injury* or *sickness* resulting in any of the events covered by this policy including overtime and allowances, Workers' Compensation payments, travel allowance, tea moneys, accommodation and holiday loading payments, but excluding reimbursement of expenses, long service leave paid but not taken and other non regular *income*.

**Independent Existence** means the ability to dress, bathe, toilet and feed without assistance.

**Injury** means a bodily *injury* resulting from an *accident*, where the *injury* and *accident* occur during the policy period and the *scope of cover* which results in any of the events specified in the policy within twelve (12) calendar months from the *accident*. For the avoidance of doubt, the following would not be an *injury*:

- any bodily *injury* that arises from or is connected with the surgical treatment of a *pre-existing condition*;
- a *sickness* or a condition ordinarily described as being a *sickness*;
- a *pre-existing condition*;
- the aggravation of a condition which existed before the start of the period during which cover is provided under the policy; or
- any degenerative or congenital condition or other condition which does not result from an *accident*.

**Insured Person** means the description of *insured person* as shown in the schedule so long as he or she remains in the employment of the *insured* or otherwise as agreed by us in writing and is employed by *you* and for whom insurance contributions have been paid or agreed to be paid. Cover under this policy for an *insured person* shall start from the commencement date of the *policy period* as shown in the schedule or from the commencement date he or she commenced employment with *you*, whichever is the later. \*See Additional Benefits No.3, Extended Cover for *insured persons*.

**Insured** means the employer or entity as named in the schedule.

**Manifest or Manifestation** means having:

- a) required an emergency department visit, hospitalisation, or day surgery procedure;
- b) required prescription medication from a *medical practitioner* or dentist;
- c) had regular reviews or check-ups with a *medical practitioner*;
- d) a chronic or ongoing condition which is medically documented, under investigation, pending diagnosis and/or test results; or
- e) symptoms which would cause an ordinary person to seek the advice of a *medical practitioner*.

**Medical Practitioner** means a legally qualified doctor (including a General Practitioner, Physician, or Specialist) currently registered to practice in Australia, who is not *your* spouse, or a member of *your* family or *your* business associate and is acting within the scope of their registration and pursuant to the relevant laws.

**Policy Period** means the period specified in the schedule attached, or any subsequent period in respect of which *you* pay and we accept the premium required for the continuation of this policy as provided in Condition 3 (see Conditions Applicable to all Sections of this Policy).

**Premium Due Date** means:

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

**Permanent** means lasting for 12 consecutive months from the date of the *injury* and at the expiry of that time a *medical practitioner* advises it is unlikely to improve.

**Paraplegia** means *permanent* and entire paralysis of both legs.

**Pre-Existing Condition** means any *injury*, or physical or mental defect, condition, illness, disease or syndrome for which the *insured person* in the twelve months prior their commencement date of cover under this policy has:

- required an emergency department visit, hospitalisation or day surgery procedure;
- required prescription medication from a *medical practitioner* or dentist;
- had regular reviews or check-ups with a *medical practitioner* a chronic or ongoing condition which is medically documented, under investigation, pending diagnosis and/or test results; or
- exhibited symptoms which would cause an ordinary person to seek the advice of a *medical practitioner*.

**Quadriplegia** means *permanent* and entire paralysis of both legs and both arms.

**Sickness** means an illness, *sickness* or disease, condition, syndrome, or mental illness that is not an *injury* which first *manifests* during the *policy period* and which occurs solely, directly and independently of any other cause or condition (including, but not limited to any *injury* or *pre-existing condition*, other *sickness*, illness, disease, syndrome, mental illness, congenital or degenerative condition) which existed prior to the *policy period*.

**Scope of Cover** means the operative time during which cover applies with respect to *insured persons*, as set out in the policy schedule.

**Student** means an *insured person* who is either a full time or part time *student* and is under the age of 26 years.

**Temporary Total Disablement** means that as a result of *injury* or *sickness* the *insured person* is wholly and continuously prevented from engaging in his or her usual occupation in Australia, and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified *medical practitioner* other than themselves.

**Temporary Partial Diablement** means disablement which prevents the *insured person* from carrying out a substantial part of the normal duties of his or her usual business or occupation in Australia.

**Total Loss** means the *permanent* and total physical loss of the body part referenced in the Table of Events. Where that body part is a limb, *hand*, *foot*, *finger* or *toe*, *total loss* means the *permanent* and total physical loss or loss of use of that body part referenced in the Table of Events, or for an eye entire and irrecoverable loss of sight in that eye or for an ear entire and irrecoverable loss of hearing in that ear or speech entire and irrecoverable loss of speech.

**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** means the employer (the *insured*) shown in the schedule.



# AFA

INSURANCE

AFA Pty Ltd  
PO Box R1852  
Royal Exchange NSW 1225  
Telephone 02 9259 8222  
Facsimile 02 9259 8200