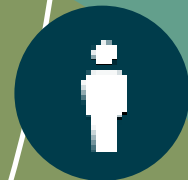
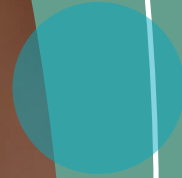


Personal Accident & Sickness Insurance

Product Disclosure Statement and Policy Wording



AFA
...It's personal

CONTENTS

ABOUT THIS INSURANCE	About AFA	4
	About Zurich	4
	How to Apply for This Insurance	4
	What You Should Read	4
	Some Words Have Special Meanings	5
	Summary Of Cover Available	5
	Section 1 — Injury and Sickness Cover	5
	Section 2 — Capital Benefit Cover	6
	Section 3 — Business Expenses Cover	6
	Information You Should Know	6
	Some Exclusions From Cover Apply	6
	Eligibility Criteria	6
	Duty to Take Reasonable Care Not to Make a Misrepresentation	7
	When Does Your Cover Begin and End?	8
	What Do You Pay?	8
	How To Apply	8
	Your Cooling Off Period	9
	Your Obligation To Comply With the Policy Terms and Conditions	9
	Renewal Procedure	9
	How to Make a Claim	9
	Privacy	9
	General Insurance Code of Practice	10
	Financial Claims Scheme	10
Complaints and Disputes Resolution Process	10	
Headings	11	
Updating this PDS	11	
POLICY WORDING	Section 1 — Injury and Sickness Cover	12
	Section 2 — Capital Benefit Cover	16
	Section 3 — Business Expenses Cover	18
	Section 4 — Exclusions	18
	Section 5 — General Conditions	19
	Section 6 — Claiming a Benefit	21
DEFINITIONS	Definitions	23





About Our Personal Accident & Sickness Insurance

This Product Disclosure Statement (PDS) is prepared by *AFA* with the assistance and consent of the insurer who is responsible for it. It (and other documents we tell *you* form part of *your policy*) sets out the terms and conditions applying to the Personal Accident and Sickness Insurance Policy which will be issued to *you* if *you* apply for, or seek to renew, the insurance and *AFA* accepts *your* application on behalf of the insurer.

This PDS and *policy* contains information that *you* should read and know.

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

“This PDS and Policy contains information You should read and know.”

About AFA

AFA Pty Ltd (ABN 83 067 084 333) AFS Licence No. 247122 (AFA) is an underwriting agency, specialising in the design and marketing of group insurance products. AFA has been given 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.

In this document, AFA Pty Ltd may also be expressed as 'AFA'. It may also be expressed as 'we', 'us' or 'our'.

Contact Details

AFA Pty Ltd

PO Box 463
North Sydney NSW 2059
Telephone: (02) 9259 8222
Facsimilie: (02) 9259 8200
www.afainsurance.com
enquiries@afainsurance.com

Zurich Australian Insurance Limited

118 Mount Street, North Sydney NSW 2059
Client Enquiries Telephone: 132 687
www.zurich.com.au

About Zurich

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, mid-sized and large companies, including multinational corporations.

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 4 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.

What You Should Read

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

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

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

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

To determine if this insurance is right for *you*, it is important that *you* read:

- this About this Personal Accident and Sickness Insurance, which contains important information that *you* need to be aware of;
- Part B: *your* Cover which includes:
 - » Section 1, Section 2 and Section 3, which set out the covers available under this insurance;
 - » Section 4 — Exclusions, which sets out what we do not cover;
 - » Section 5 — General Conditions, which sets out the conditions and terms that apply to *your* whole *policy*, such as how *you* and we can cancel *your* *policy*, *your* requirement to tell us if *you* change *your* occupation and taxation impacts;
 - » Section 6 — Claiming a benefit, which tells *you* how to make a claim;



- Part C: Words with Special Meanings, which defines some of the important words which we use in *your policy*; and
- any other document(s) we provide to *you* about this insurance which may change the standard cover in this document.

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

SUMMARY OF COVER AVAILABLE

The following covers only apply if specified as applicable in *your policy schedule*. This section provides a summary only. See Policy Wording, which starts on page 12, for full terms and conditions that apply.

Section 1 — Injury and Sickness Cover

Subject to the eligibility criteria, *you* can choose to apply for either a Weekly Injury Benefit or a Weekly Injury Benefit and a Weekly Sickness Benefit. However, *you* cannot choose a Weekly Sickness Benefit only.

Weekly Injury Benefit

- If *you* suffer a covered *injury* as a result of an *accident* occurring during the *period of insurance* and this *injury* solely and directly results in *you* becoming *totally disabled* or *partially disabled* within 12 calendar months of the *injury date*, we will pay *you* one of the following weekly benefits:
- if *you* are *totally disabled*:
 - » and we have covered *you* on an Agreed Value basis, the Weekly Injury Benefit amount shown on *your policy schedule*; or
 - » in any other case, the lesser of 85% (or a greater percentage if shown on *your policy schedule*) of *your pre disability earnings* and the Weekly Injury Benefit shown on *your policy schedule*; or
 - » if *you* are *partially disabled* and have been *totally disabled* because of the *injury* and have been paid a Total Disability Benefit for that *injury* – the difference between the Weekly Injury Benefit amount that was paid to *you* for the Total Disability Benefit and the amount of *your earnings* *you* receive as a result of *your working* in a reduced capacity, for the period *you* are *totally* or *partially disabled* up to the Maximum Benefit Period shown on *your policy schedule*.

We will not pay *you* any benefit for *partial disability* unless *you* have first been *totally disabled*.

Weekly Sickness Benefit

If *you* suffer a *sickness* that *manifests* itself during the *period of insurance* which results in *you* becoming *totally disabled* within 12 calendar months of the date on which the *sickness* first *manifested*, we will pay *you* one of the following weekly benefits:

- if we have insured *you* on an Agreed Value basis, the Weekly Sickness Benefit amount shown on *your policy schedule*; or
- in any other case, the lesser of 85% (or a greater percentage if shown on *your policy schedule*) of *your pre disability earnings* and the Weekly Sickness Benefit shown on *your policy schedule*,

for the period *you* are *totally disabled* up to the Maximum Benefit Period shown on *your policy schedule*.

No cover is provided for *partial disablement* that occurs as a result of a *sickness*.



Excess Period

A *excess period* applies to both the Weekly Injury Benefit and Weekly Sickness Benefit. The *excess period* is stated on *your policy schedule*. Any weekly benefit *you* are entitled to will not commence until the *excess period* has expired. No benefit payment is made for or during the *excess period*.

Subject to the eligibility criteria, *you* may be able to select *your excess period* which will be shown on *your policy schedule*.

Section 2 — Capital Benefit Cover

Subject to the eligibility criteria, *and if you* have selected cover under Section 2, *you* can to apply for Capital Benefit Cover.

If *you* suffer an *injury* during the *period of insurance* and it solely results in either:

- *Your* death; or
- any of the other Capital Conditions set out in the Capital Conditions Table (see page 17) which are stated as covered in *your policy schedule*,

and *your* death or Capital Condition occurs within 12 calendar months of the *injury date*, we will pay *you* the Capital Benefit amount specified for the relevant Capital Condition, subject to the other terms, conditions and exclusions of the *policy*.

Subject to the eligibility criteria, *you* may be able to select the Capital Conditions that *you* wish to be insured for and the maximum amount that we will pay for Capital Conditions.

Section 3 — Business Expenses Cover

Subject to the eligibility criteria and if *you* have selected cover under Section 1, *you* can apply for Business Expenses Cover.

If *you* suffer a *total disability* that is covered under Section 1 and *you* have applied for Business Expenses Cover, we will pay *you* the lesser of:

- the Weekly Business Expenses Benefit shown on *your policy schedule*; and
- the actual weekly *business expenses* that *you* incur while *you* are receiving a weekly benefit for *your total disability* and which are not claimable from elsewhere.

You should refer to each cover section in Policy Wording for details of the basis on which we settle any claims for the above benefits.

INFORMATION YOU SHOULD KNOW

We only provide cover up to the amount(s) and limit(s) and for the period(s) of time specified in *your policy*, including *your policy schedule* and subject to its other terms, conditions and exclusions.

All amounts insured exclude GST.

In the event of a claim, no payment will be made for *total disablement* or *partial disablement* until the *excess period* has expired.

No amount is payable for or during the *excess period*.

Some Exclusions From Cover Apply

A benefit is not payable if an exclusion applies. These exclusions are explained in the relevant cover section and Section 4 — Exclusions section in Policy Wording and in some cases in the *policy schedule* or an *endorsement* issued by us.

Eligibility Criteria

To apply for cover, or to renew this insurance, *you* need to be a legal resident who is physically residing in Australia, be legally working in the occupation shown in *your policy schedule*. You are therefore not eligible to apply for cover if you are not capable of working in the occupation shown in *your policy schedule* without restriction and/or are in receipt of insurance benefits of any kind due to *sickness* or *injury*.

Not all *injuries* or *sicknesses* attract a benefit payment and not all circumstances in which *injuries* or *sicknesses* occur are covered. Importantly, the *policy* does not cover *pre-existing conditions* (see Definitions on page 23).



Duty to Take Reasonable Care Not to Make a Misrepresentation

This is a consumer insurance contract under the Insurance Contracts Act 1984 (Cth).

Under the Insurance Contracts Act 1984 (Cth) *you* have a duty to take reasonable care not to make a misrepresentation to us. This duty applies when *you* enter into, renew, extend or vary this contract of insurance.

Before *you* enter into, renew, extend or vary this contract of insurance we will ask *you* questions that are relevant to our decision to insure *you* and on what terms. When *you* answer the questions *you* must not give a false or misleading account of matters. *Your* response should tell us everything that *you* know about the question. *Your* response is relevant to whether we offer *you* insurance and the terms that are offered.

A misrepresentation made fraudulently is made in breach of the duty to take reasonable care not to make a misrepresentation.

Consequences of Failure to Take Reasonable Care Not to Make a Misrepresentation

If *you* do not take reasonable care not to make a misrepresentation to us, we may cancel *your* contract or reduce the amount we will pay *you* if *you* make a claim, or both, to the extent that we are prejudiced by *your* non-disclosure.

If *your* failure to take reasonable care not to make a misrepresentation to us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Circumstances Relevant to Your Duty

Whether or not *you* have taken reasonable care not to make a misrepresentation is to be determined with regard to all the relevant circumstances.

If we know, or ought to know about *your* particular characteristics or circumstances, these characteristics or circumstances are taken into account in determining whether *you* have taken reasonable care not to make a misrepresentation to us.

Under the Insurance Contracts Act 1984 (Cth) the following matters may be taken into account in determining whether *you* have taken reasonable care not to make a misrepresentation:

- (a) the type of consumer insurance contract in question, and its target market;
- (b) explanatory material or publicity produced or authorised by us;
- (c) how clear, and how specific, the questions we asked were;
- (d) how clearly we communicated to *you* the importance of answering those questions and the possible consequences of failing to do so;
- (e) whether or not an agent/insurance broker was acting for *you*;
- (f) whether the contract was a new contract or was being renewed, extended, varied or reinstated.

You are not to be taken to have made a misrepresentation merely because *you*:

- (g) failed to answer a question; or
- (h) gave an obviously incomplete or irrelevant answer to a question.



When Does Your Cover Begin and End?

Cover Begins

Cover begins at the time specified on the first date of the *period of insurance* shown on *your policy schedule*, subject to our receipt of the premium payable.

Cover Ends

The *policy* and *your* cover end at 4pm on the earliest of:

- the last date of the *period of insurance* as shown on *your policy schedule*;
- the date at which we advise *you* that we no longer wish to insure *you* due to a change in *your* occupation (please refer to clause 5.2 on page 19 for details of *your* obligations to notify us of a change to *your* occupation);
- the date *you* change *your* occupation to one which we do not insure (please refer to clause 5.2 on page 19);
- the date *you* no longer meet the eligibility criteria.

What Do You Pay?

When calculating *your* premium for this Personal Accident and Sickness Insurance we take a range of factors into account, including:

- *your* age and occupation;
- the type and amount of cover requested.

In the case of Injury and Sickness Cover, a shorter Maximum Benefit Period or a longer *excess period* will usually reduce the premium. Conversely, a longer Maximum Benefit Period or shorter *excess period* will usually increase the premium.

Your premium also includes amounts that take into account our actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies such as stamp duty and GST.

You can pay *your* premium annually or by instalments. If *you* choose to pay by instalments the total premium may be higher, and fees may apply. We will tell *you* both the total annual and instalment amounts, so *you* will know the difference. Payment details and due dates will be advised to *you*.

Your intermediary will send *you* an offer of renewal of *your* insurance once a year, before *your* current *period of insurance* expires.

If *your* premium is payable annually and *you* do not pay *your* premium when due, *your policy* may lapse after 30 days and *you* will not be covered. *You* may be able to reinstate *your policy* after it lapses, but *you* must submit an application to us, which is subject to our reassessment of *your* personal circumstances at the time of application.

If *your* premium is payable by instalments and an instalment is overdue by 14 days or more, we may refuse to pay a claim. If an instalment is overdue by at least one (1) month, we may cancel the *policy* automatically without notice to *you*.

If we agree to insure *you*, a minimum premium will apply. The amount of premium we charge for this insurance will not be less than this amount.

If *you* enter into a *policy* with us, the amount of premium that *you* pay will be shown on *your policy schedule*.

How To Apply

To apply for this insurance *you* need to contact *your* insurance adviser who will assist *you* to complete an application. We will use and rely on the information supplied by *you* to decide whether to accept *your* application and, if so, the terms on which cover is provided.

If we accept *your* application we will issue a *policy schedule* setting out the details of the cover provided, the limits that apply, the premium payable and other information, including whether any standard terms have been varied by way of *endorsement*.

We provide cover on the terms contained in this PDS, the *policy schedule* and any other document that we tell *you* forms part of the terms and conditions of *your* cover. All of these documents make up *your policy*.



Your Cooling Off Period

If *you* enter into the *policy* with us, we will issue *you* with a *policy schedule*. The *policy schedule* will show the *period of insurance* for which cover is provided under the *policy*.

You have 21 days after entry into the *policy* to decide whether to return the *policy*. If the request is made to us in writing within those 21 days, we will cancel the *policy*, provided *you* have not exercised a right or power under the terms of the *policy* in that period (e.g. a claim has been made or benefit has been paid). We will provide a full refund of the premium, less charges or taxes which we are unable to recover. After the expiry of the cooling off period *you* still have cancellation rights which are set out in the General Conditions section on page 19.

Your Obligation To Comply With the Policy Terms and Conditions

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

Renewal Procedure

Before the *policy* expires, we will advise *you* whether we intend to offer renewal and if so on what terms.

This document also applies for any other renewal we make, unless we tell *you* otherwise.

It is important that *you* check the terms of any renewal before renewing to satisfy yourself that the details are correct. In particular check the benefit amounts to ensure the levels of cover are appropriate for *you*.

How to Make a Claim

If *you* need to make a claim against this *policy*, please refer to Claims Procedures on page 21.

If *you* have any queries, please contact *your* intermediary as soon as possible, or call us on 1300 728 997.

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 are 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. If *you* give us information about another person (such as an insured person, their *spouse*, dependent children, or close relative), we will rely on *you* to have told them that *you* will provide their information to us and to have provided them with this privacy text. If the information is sensitive (eg health) information, we will rely on *you* to have obtained their consent to give the information to us.

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 or by telephoning Zurich on 132 687 and AFA's Privacy Policy is 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. It also sets out how we handle complaints and how *you* can access or correct *your* details or make a complaint.

General Insurance 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.

The Code of Governance Committee is an independent body that monitors and enforces insurers compliance with the code.

Further information about the Code or the Code Governance Committee and *your* rights under it is available at <https://insurancecouncil.com.au/cop/> or by contacting us.

Financial Claims Scheme

Zurich is an insurance company authorised under the Insurance Act 1973 (Cth) 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

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 463, North Sydney NSW 2059

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*.

Their contact details are:

Website: www.afca.org.au
Email: info@afca.org.au
Freecall: 1800 931 678
In Writing to: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

If *your* complaint or dispute falls outside the AFCA Rules, *you* can seek independent legal advice or access any other external dispute resolution options that may be available to *you*.

Headings

Headings have been included for ease of reference but do not form part of the *policy*.

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. 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 4 of this PDS. Please note that we may choose to issue a new or supplementary PDS in other circumstances.



SECTION 1 — INJURY AND SICKNESS COVER

Your *policy schedule* will show whether you are covered for the Weekly Injury Benefit only or the Weekly Injury Benefit and Weekly Sickness Benefit. (IMPORTANT: Please note that if you are covered for the Weekly Injury Benefit only, you are only covered for *injury* and not *sickness*).

1.1 Weekly Injury Benefit

Total Disability Benefit

If you suffer a covered *injury* as a result of an *accident* occurring during the *period of insurance* and this *injury* results in you becoming *totally disabled*:

- within 12 calendar months of the first *manifestation* of the *injury date*; and
- for a continuous period that is longer than the *excess period*;

We will pay you one of the following weekly benefits:

- if we have insured you on an Agreed Value basis we will pay you the Weekly Injury Benefit amount shown on your *policy schedule*; or
- in any other case, the lesser of:
 - » 85% (or a greater percentage if shown on your *policy schedule*) of your *pre disability earnings* shown on your *policy schedule*; and
 - » the Weekly Injury Benefit amount shown on your *policy schedule*,

for the period you are *totally disabled* up to the Maximum Benefit Period shown on your *policy schedule*.

No payment is made for the *excess period*.

You will not be considered to be *totally disabled* before you consult a *medical practitioner* for the claimed disability. If you are capable of returning to work in any occupation, profession or business which you are in the opinion of a *medical practitioner* qualified to perform (based on your education, training or experience) on a full time, part time or any other basis, you will not be considered to be *totally disabled* and any benefits under this policy will cease.

We will not pay the Total Disability Benefit to you if there is no loss of *pre disability earnings* as a result of an *injury*.

Partial Disability Benefit

If you are *partially disabled* then we will pay you the difference between the Weekly Injury Benefit amount that was paid to you for the Total Disability Benefit and the amount of your earnings you receive as a result of your working in a reduced capacity provided that:

- you have been *totally disabled* because of an *injury* (not a *sickness*) and been paid a Weekly Injury Benefit for that disablement under the *policy*; and
- you cease to be *totally disabled* but remain *partially disabled*.

In the event you are medically certified as fit for suitable work or duties, but fail to engage in the hours you are medically certified as fit to perform, benefits payable in respect of *temporary partial disablement* will be reduced by the hourly gross pre disability earnings rate you would have been paid had you actually engaged in the duties for the hours you were medically certified as fit to do so. All benefits will cease upon the earliest happening of the following:

- (a) you are medically certified either by your treating *medical practitioner* or an independent *medical practitioner* appointed to examine you by us, as fully fit to resume work in your *usual occupation*; or
- (b) you have commenced any employment with a different employer.

1.2 Weekly Sickness Benefit

Total Disability Benefit

If you suffer a *sickness* that first *manifests* itself during the *period of insurance* and this *sickness* results in you becoming *totally disabled*:

- within 12 calendar months of the first *manifestation* of the *sickness*; and
- for a continuous period that is longer than the *excess period*;

We will pay you one of the following weekly benefits:

- if we have insured you on an Agreed Value basis we will pay you the Weekly Sickness Benefit amount shown on your *policy schedule*; or
- in any other case, the lesser of:
 - » 85% (or a greater percentage if shown on your *policy schedule*) of your *pre disability earnings* shown on your *policy schedule*; and
 - » the Weekly Sickness Benefit amount shown on your *policy schedule*,

for the period you are *totally disabled* up to the Maximum Benefit Period shown on your *policy schedule*.

No payment is made for the *excess period*.

You will not be considered to be *totally disabled* before you consult a *medical practitioner* for the claimed disability. If you are capable of returning to work in any occupation, profession or business which you are in the opinion of a *medical practitioner* qualified to perform (based on your education, training or experience) on a full time, part time or any other basis, you are not *totally disabled*.

We will only pay the Weekly Sickness Benefit if you are *totally disabled*. We will not pay it if you are *partially disabled*.

We will not pay the Total Disability Benefit to you if there is no loss of earnings as a result of a *sickness*.

1.3 Excess Period

A *excess period* applies to both the Weekly Injury Benefit and Weekly Sickness Benefit. We will not pay you any benefit for or during the *excess period*. We start paying the relevant benefit from the end of the *excess period*.

Subject to the eligibility criteria, you may be able to select your *excess period* which will be shown on your *policy schedule*.

1.4 When weekly Benefits Are Paid

Weekly benefits are paid fortnightly in arrears. We will pay one-seventh (1/7th) of the weekly benefit for each day that benefits are payable.

1.5 Recurrence Claims

If the weekly benefit has been paid for a period less than the Maximum Benefit Period shown on your *policy schedule* and you are able to claim under 1.1 or 1.2 as a result of a recurrence of the same *injury* or *sickness* within six months of your previous *total disability* or *partial disability* ending, then any weekly benefit otherwise payable under 1.1 or 1.2 in relation to this recurrence is only payable for the balance of the Maximum Benefit Period shown on your *policy schedule*.

If the *excess period* has already been served in respect of the Weekly Injury Benefit or the Weekly Sickness Benefit (whichever is relevant) then no further *excess period* will apply in respect of any recurrence of an *injury* or *sickness*.

This extension is subject to all other terms, conditions and exclusions of the *policy*. If, therefore, you suffer a recurrence more than six months after your previous *total disability* or *partial disability* ended, then this is deemed a new claim subject to all other terms, conditions and exclusions of the *policy*, including the requirement that the new period of *total* or *partial disability* begins within 12 calendar months of the original *injury date* or the date the *sickness* first *manifested* itself.



1.6 Reduction of the Weekly Benefit— Other Payments

The amount payable for any Weekly Injury Benefit or Weekly Sickness benefit will be reduced by:

- (a) the amount of any periodic compensation benefits payable under any Worker's Compensation or Accident Compensation Scheme, Centrelink, or other disability entitlement;
- (b) insurance payments of any kind for the same *injury* or *sickness*;
- (c) income received through from any other source not received prior to the *injury* or *sickness*;
- (d) the amount of any paid sick leave received,

so that the totality of any such benefit or entitlement together with any benefits payable under this *policy* shall not exceed the *pre disability earnings* shown in the *policy schedule*.

In respect of sub clauses (a) to (c) above, if *you* surrender, commute, redeem or release such claim or entitlement (whether in whole or part), the total amount of benefits under this *policy* will be reduced by the amount of payment to which the *you* would have been entitled or had right to claim.

If *you* receive or are entitled to receive insurance or compensatory lump sum payments (be it an award by a Court or Tribunal, a settlement or through a statutory scheme) for the same *injury* or *sickness* then the weekly benefits payable are suspended, and all *total* and *partial disability* weekly benefits we have paid *you* needs to be repaid, to the extent that the lump sum payment is greater than the weekly benefits paid or payable.

Where the lump sum is less than the weekly benefits payable, weekly benefits will recommence from the date on which the amount of the lump sum equals the amount which would have otherwise been payable to *you* if *you* had not received the lump sum.

If *you* receive the above payments from other parties after the claim with us is finalised, *you* are required to repay us in accordance with the above.

1.7 Rehabilitation

To assist *you* to return to work following *your total disability*, we will reimburse the cost of *your* participation in a return to work program, up to \$10,000, but only if:

- the expenses are incurred while a weekly benefit is payable for *your total disability*;
- we approve any expenses in writing before they are incurred; and
- the expenses are not being reimbursed from elsewhere.

1.8 Exposure

If *you* are exposed to the elements as a result of an *accident* that occurs during the *period of insurance* and within 12 months of the *accident* *you* suffer:

- (a) from any of the Capital Conditions in the Capital Conditions Table listed below; or
- (b) *total disablement* or *partial disablement* as a direct result of that exposure, *your injury* will be deemed to have occurred on the date of the *accident*.

1.9 Advance Payments

If *you* suffer a covered *injury* that solely results in one of the fractures specified in the Advance Payments Table, we will pay *you* an advance payment being the number of weekly benefit payments specified in the Advance Payment Table for that fracture (less the applicable *excess period* as stated on *your policy schedule*) as a lump sum, regardless of whether *you* are *totally* or *partially disabled* or not.



Advance payments table

FRACTURE OF	ADVANCE PAYMENTS PERIOD
Femur (thigh)	12 weeks
Pelvis, excluding coccyx	12 weeks
Fibula	6 weeks
Humerus (upper arm)	10 weeks
Ulna or radius (lower arm)	6 weeks
Wrist	4 weeks
Ankle	6 weeks
Patella (knee cap)	4 weeks
Clavicle (collar bone)	4 weeks
Foot, excluding toes	3 weeks
INJURY RESULTING IN DENTAL TREATMENT	ADVANCE PAYMENTS PERIOD
Loss of all teeth resulting in prosthetic replacement	12 weeks
Damage to all teeth resulting in prosthetic restoration	6 weeks

The fractures specified in the Advance Payments Table do not include hairline fractures.

The number of weeks for which weekly benefits were advanced during the Advance Payment Period count as part of the Maximum Benefit Period shown on *your policy schedule* and weekly benefits for this period will not be paid again.

The amounts we pay under this Section 1.9 are subject to the other terms, conditions and exclusions of *your policy*.

1.10 Overseas Medical Expenses

We will pay up to \$5,000 for medical, emergency dental treatment, surgical and nursing fees, ambulance, hospital and nursing home charges incurred outside of Australia and *your* country of residence as a direct result of *injury* to *you* following an *accident*, in those countries where no benefit or cover is provided the Australian Government Reciprocal Health Care Agreement or any hospital or medical benefit fund, and we are not prohibited from paying such expenses under the laws of that country.

1.11 Accommodation Expenses

If *you* reasonably need to be admitted as an in-patient of a hospital which is more than 200 kilometres from *your* home, we will pay the accommodation costs incurred for *your spouse* and children to remain with *you* up to a maximum amount of \$5,000 in total during any one *period of insurance*.

1.12 Chauffeur Benefit

If you suffer an *injury* for which temporary partial disablement benefits are payable, we will reimburse *you* for costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport *you* directly to and from *your* normal place of residence and normal place of work, provided that proper medical evidence is provided by a *medical practitioner* certifying that *you* are unable to operate a motor vehicle or travel on other available modes of public transport. The maximum we will pay is \$200 per week for a maximum of 13 consecutive weeks.



SECTION 2 — CAPITAL BENEFIT COVER

This Benefit only applies if *your policy schedule* shows that *you* are covered for the Capital Benefit Cover.

If *you* suffer an *injury* which results in any of the Capital Conditions occurring within 12 months of the *injury date* and *your policy schedule* shows that *you* are covered for that Capital Condition, we will pay *you* the benefit specified for the relevant Capital Condition in the Capital Conditions Table set out on page 17 as a percentage of the Capital Sum Insured specified in *your policy schedule*.

Your policy schedule will show which of the following Capital Conditions (as set out in the Capital Conditions Table) *you* are covered for. For example:

- condition number 1 (Death) only; or
- conditions numbered 1 to 10; or
- conditions numbered 1 to 21.

In the case of *your* death, we will pay the relevant compensation to *your* estate.

The Capital Conditions listed on page 17 are ONLY payable in the event of an *injury* and NOT a *sickness*.

Capital Sum Insured means the maximum amount that we will pay for all *injuries* incurred as a result of an *accident* occurring during the *period of insurance* resulting in Capital Conditions shown on *your policy schedule*. This means that if *you* receive one or more Capital Benefits where, in total, 100% of the Capital Sum Insured is payable, this cover ends.

Capital Benefit Limits

We will not pay any Capital Benefit for more than one *injury* arising from the same event. We will pay *you* the highest applicable Capital Benefit.

Disappearance

If *you* are travelling on a journey and *your* means of transportation disappears, sinks or is wrecked and *your* body has not been found within one year, we will presume that *you* have died as a result of an *injury* and will pay the death benefit accordingly.

Funeral Expenses

Where a claim is payable for Capital Condition 1 Death, we will pay \$10,000 in addition to the Capital Sum Insured for *your* funeral expenses where the death is covered by this *policy*.

Additional Modification Benefit

Where a claim is payable for any one of Capital Conditions 2-10, we will reimburse up to \$20,000 of the cost reasonably incurred by *you* of modifying *your* motor vehicle or home or for relocating *you* to a suitable home as a result of suffering from such condition. We will only reimburse *you* for these costs if *you* obtain our written consent prior to making any such modification to *your* motor vehicle or home or incurring any such relocation costs.

Unspecified Permanent Disablement

For *permanent* disablement not otherwise provided for under the Capital Conditions Table below, a percentage of the Capital Benefit Cover stated in the *policy schedule* which corresponds to the percentage reduction in whole bodily function as will be determined by the opinion of not less than three (3) *medical practitioners*. One of whom shall be *your* treating *medical practitioner*, one of whom will be appointed by us, and the remaining *medical practitioner* will be independent and appointed by mutual agreement between the parties. In the event of a disagreement between the three *medical practitioners*, the percentage payable will be the average of the three opinions. The maximum compensation payable for this benefit is 75% of the Capital Benefit Cover stated in the *policy schedule*.

Capital Death Benefit (Spouse/Partner)

This benefit only applies if *your policy schedule* shows that *you* are covered for the Capital Benefit Cover.

If *your spouse* or *partner* suffer an *Injury* which results in Capital Condition 1 (Death) in the Capital Conditions Table set out on page 17, we will pay 10% of the Capital Sum Insured specified in *your policy schedule* to their estate up to a maximum of \$25,000.



Capital Conditions Table

INJURY TYPE	BENEFIT PERCENTAGE
1. Death	100%
2. <i>Permanent total disablement</i>	100%
3. <i>Paralysis</i>	100%
4. <i>Permanent total loss of sight of both eyes</i>	100%
5. <i>Permanent total loss of sight of one eye</i>	100%
6. <i>Permanent total loss of two limbs</i>	100%
7. <i>Permanent total loss of one limb</i>	100%
8. <i>Permanent unsound mind to extent of legal incapacity</i>	100%
9. <i>Permanent total loss of hearing in both ears</i>	100%
10. <i>Permanent loss of the lens of both eyes</i>	100%
11. <i>Permanent total loss of hearing in one ear</i>	30%
12. <i>Permanent loss of the lens of one eye</i>	60%
13. Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 20% of the entire external body	50%
14. Second degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 20% of the entire external body	25%
15. <i>Permanent total loss of four fingers and the thumb of either hand</i>	80%
16. <i>Permanent total loss of four fingers of either hand</i>	40%
17. <i>Permanent total loss of one thumb of either hand</i>	
(a) both joints	40%
(b) one joint	25%
18. <i>Permanent total loss of each finger of either hand:</i>	
(a) three joints	15%
(b) two joints	10%
(c) one joint	5%
19. <i>Permanent total loss of toes of either foot:</i>	
(a) all - one foot	15%
(b) great - both joints	5%
(c) great - one joint	3%
(d) other than great, each toe	1%
20. Fractured leg or patella (knee cap) with established non-union (meaning the bones fail to join properly)	10%
21. Shortening of leg by at least 5cm	7%

* Percentage of the Capital Benefit Cover stated in *your policy schedule*



SECTION 3 — BUSINESS EXPENSES COVER

This benefit only applies if *your policy schedule* shows that *you* are covered for the Business Expenses Cover. It is only available if *you* are also covered under Section 1.

A *business expenses excess period* applies to the Business Expenses Benefit. We will not pay *you* any benefit for or during the *business expenses excess period*. We start paying the relevant benefit from the end of the *business expenses excess period*.

Subject to the eligibility criteria, *you* may be able to select *your business expenses excess period* which will be shown on *your policy schedule*.

If we have agreed to pay *you* a weekly benefit under Section 1 because *you* are *totally disabled*, we will pay the lesser of:

- the Weekly Business Expenses Benefit shown on *your policy schedule*; and
- *your* actual weekly *business expenses* which *you* continue to incur while *you* are receiving the relevant Weekly Injury Benefit or Weekly Sickness Benefit and which are not claimable from elsewhere.

The Weekly Business Expenses Benefit is paid fortnightly in arrears on the same day as *your* Weekly Injury Benefit or Weekly Sickness Benefit is paid (please refer to clause 1.4 on page 13).

Payment for any *business expense* that covers a period of time will be apportioned having regard to the period to which the *business expense* relates.

The maximum period for which the Weekly Business Expenses Benefit is paid is shown on *your policy schedule*. This maximum period applies to all Business Expenses Cover claims made under the *policy* and is not a separate maximum period for each claim.

We only pay the Business Expenses Benefit if *you* are *totally disabled*. We will not pay it if *you* are *partially disabled*.

SECTION 4 — EXCLUSIONS

4.1 No compensation or benefit is payable under the *policy* for any event caused by, arising from, or connected with:

- (a) *war*, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power in Australia or any of the following countries: Afghanistan, Chechnya, Iraq, North Korea, Russia, Somalia or Ukraine;
- (b) *utilisation of weapons of mass destruction* or any *terrorist activity*;
- (c) the use, existence or escape of nuclear material or ionizing radiation, or contamination by radioactivity from any nuclear fuel or other nuclear substance;
- (d) any deliberate, illegal or criminal acts committed by *you* or any other person acting with *your* express consent or direction;
- (e) *you* being under the influence of a prescription drug (unless it was prescribed by, and taken in accordance with the instructions of a *medical practitioner*), or having taken any other medication in any manner other than as recommended by the drug's manufacturer;
- (f) *you* having any illicit drug in *your* breath, blood or urine at the time and place of the *accident*;
- (g) *you* being in control of a vehicle, and having alcohol in *your* breath, blood, or urine in excess of the prescribed legal driving limit at the time and place of the *accident*;
- (h) *you* having a blood alcohol content (BAC) greater than 0.08 percent in *your* breath, blood or urine at the time of the *accident*;
- (i) alcoholism;
- (j) participating in, or training for, any professional sport;
- (k) participating in motor sports of any kind including practice or time trials;
- (l) flying, parachuting, hang gliding, or any other aerial activity except as a fare paying passenger on an airline with scheduled flights;
- (m) *your* suicide, attempted suicide, or deliberately self-inflicted *injury* or *sickness*;
- (n) any *pre-existing condition*;
- (o) delay or consequential loss of any description;
- (p) any other exclusion set out in *your policy schedule*.



- 4.2** We will not pay any benefits under Section 1, Weekly Injury Benefit and Weekly Sickness Benefit or Section 3 Business Expense Cover of this *policy* after;
- (a) *you* unreasonably fail to attend all medical assessment or examination arranged by us and/or do not make every practicable effort to adhere to the recommendations detailed in *your rehabilitation plan* or other advice provided to *you* by *your medical practitioner*;
 - (b) *your death*.
- 4.3** We will not pay any benefit for any event covered under this *policy* if at the time of the *injury* or *sickness* or at the time of entering into *your policy* *you* were not legally residing in Australia or were not legally entitled to work in the occupation shown on *your policy schedule* or any other eligible occupation for which we have agreed to cover *you*.
- 4.4** If, at any time prior to the commencement of the *period of insurance*, *you* have consulted a *medical practitioner* for or have received any medical treatment or advice for:
- hypertension or high/elevated blood pressure;
 - heart disease of any kind; or
 - diabetes,
- then no compensation or benefit is payable under the *policy* for any loss or event arising from:
- (a) any disease or disorder of the :
 - i. heart;
 - ii. cardiovascular system;
 - iii. cerebrovascular system;
 - iv. peripheral vascular or renal system; or
 - v. coronary arteries;
 - (b) any form of cerebrovascular accident; or
 - (c) hypertension; or
 - (d) any complications of (a), (b) or (c) above.
- 4.5** We will not pay any benefit 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).

SECTION 5 — GENERAL CONDITIONS

Your Contact Details

- 5.1** Notices and other information concerning this *policy* will be sent to *your* insurance broker or adviser. It is important that we be advised of any changes to *your* insurance broker or adviser or their contact information.

Change of Occupation

- 5.2** Cover is provided for *you* on the basis that *you* continue in the occupation shown on *your policy schedule*. 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*.



- 5.3** If *you* make a claim and at the time of the event giving rise to the claim, *you* have changed *your* occupation and we have not confirmed that cover continues for *you* in *your* new occupation, then if *your* new occupation:
- is one which we would not have insured, *your* claim may be declined; or
 - is one which we are prepared to continue to insure, but which represents a greater risk than the one for which *you* were previously insured, *your* cover may be subject to different terms or *you* may have to pay an additional premium which reflects the additional risk.

Notices

- 5.4** Notices should be sent to *AFA* at the address shown in this PDS. If either *you* or *AFA* or the insurer sends a notice by post, the notice is regarded as having been received at the time it would have been delivered in the ordinary course of the post.

Taxation Impacts

- 5.5** If *you* buy this Personal Accident and Sickness Insurance, in most cases, the part of the premium *you* pay for the Injury and Sickness Cover and Business Expenses Cover (if applicable) is tax deductible and the benefits paid would be treated as assessable income. On the other hand, that part of the premium *you* pay for the Capital Benefit Cover, in most cases is not tax deductible and the benefits would not be subject to personal income tax. *Your policy schedule* will show how the premium is split between the different covers.
- 5.6** This taxation information is of a general nature only and is based on our interpretation of the tax laws and rulings at the issue date of this PDS. As individual circumstances may be quite different, we recommend that *you* consult a taxation adviser in relation to *your* personal position.

Paying for the Insurance

- 5.7** Cover under the *policy* only starts if *you* pay the premium. If *your* premium is payable by monthly installments *you* need to pay the installments when due to keep the *policy* in force.
- 5.8** We may cancel the *policy* by giving notice if any installment of premium has remained unpaid.
- 5.9** If an installment remains unpaid for at least 14 days, we may refuse to pay any claim that arises after the unpaid installment was due.
- 5.10** We may deduct from any claim amount or benefit payment, any unpaid premium or installment of premium.

Cancellation Rights

Cancellation by you

- 5.11** *You* may cancel *your policy* at any time by notifying us.
- 5.12** The cancellation will take effect from the later of the date of *your* or *your* insurance broker's or adviser's notice or at 4pm AEST on the date we receive *your* cancellation advice.
- 5.13** After cancellation by *you*, we will be entitled to retain:
- when *your* premium is payable by instalments, there is no refund of any part of an instalment that *you* have paid; or
 - when *your* premium is payable annually, the pro-rata premium for the period during which the *policy* has been in force; and
 - any tax or duty paid or owing for which we are unable to obtain a refund.

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



Cancellation by us

5.14 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. Provided that if *your* premium is payable by instalments and an instalment is overdue by at least one (1) month, we may cancel the *policy* automatically without notice to *you*.

5.15 After cancellation by us, we will be entitled to retain:

- when *your* premium is payable by instalments, there is no refund of any part of an instalment that *you* have paid; or
- when *your* premium is payable annually, the pro-rata premium for the period during which the *policy* has been in force.

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

Sanctions Regulation

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

Proper Law and Jurisdiction

5.17 The construction, interpretation and meaning of the provisions of this *policy* will be determined in accordance with the laws of the State or Territory of Australia in which the *policy* was issued.

In the event of any dispute arising under this *policy*, including but not limited to its construction, interpretation, validity or performance, the parties to the policy submit to the exclusive jurisdiction of the courts of Australia.

A reference to any statute, regulation or subordinate legislation includes any amendment, replacement, successor or equivalent to or of that statute, regulation or subordinate legislation.

SECTION 6 — CLAIMING A BENEFIT

Notification

We need to be notified as soon as reasonably possible after *you* sustain an *injury* or a *sickness* which may give rise to a claim under the *policy*. Delay in providing us with notice of such events may prejudice the cover under this *policy*.

Claim Procedures

- 6.1** When *you* notify us of a potential claim, we will send *you* claim forms which need to be completed and returned to us within 30 days or as soon as reasonably practicable.
- 6.2** Medical certification will be required by *your medical practitioner* as requested by us so that *your* claim can be assessed. *You* need to meet the cost of these medical certifications.
- 6.3** For weekly benefits, ongoing medical certifications will be required. *You* will need to meet the cost of these medical certifications.
- 6.4** We may also require *you* to undergo medical examinations, and vocation and/or rehabilitation assessments but, if this is required, we will meet those costs.



Other Information

- 6.5** We may ask *you* to provide such evidence to support *your* 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 *your pre disability earnings* and details of income or periodic payments *you* are or have been in receipt of from other sources whilst claiming under this *policy*. We may require verification of this information by way of a financial audit;
 - where we have insured *you* on an Agreed Value basis, we may require evidence that *you* are engaged in the occupation stated on *your policy schedule* when *you* applied for cover under the *policy*, renewed the *policy* and make a claim under this *policy*;
 - details of any other insurance covering the same or similar, condition for which *you* are making the claim;
 - in the case of a *business expenses* benefit any proof or evidence we require of the expense being incurred in the 12 months prior to the date of *total disability* and the continuation of the expense after the date of *total disability*.

Your Cooperation

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

Subrogation

- 6.7** *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*.

Currency

- 6.8** All amounts under this *policy* are expressed and payable in Australian currency.
- Except as otherwise provided, if a judgment is rendered, settlement is denominated or another element of loss under this *policy* is stated in a currency other than Australian dollars, payment under this *policy* will be made in Australian dollars at the cash rate of exchange for the purchase of Australian dollars in accordance with the Reserve Bank of Australia on the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of loss is due, respectively.



The following definitions will apply to these words when used in this document. Words expressed in the singular or plural have corresponding meanings.

Accident

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

AFA

means AFA Pty Ltd acting as agent of the insurer.

Business Expenses

means *your fixed business expenses* of the kind incurred in producing *your* income in the 12 months immediately prior to being *totally disabled*. They include, as applicable:

- employees' wages, superannuation, workers compensation premiums, payroll tax;
- rent, property rates, electricity, water, gas or telephone charges;
- lease payments for equipment or motor vehicles;
- cleaning expenses; and
- other expenses that are usual for *your* type of business and for which *you* are entitled to claim as *business expenses* for income taxation purposes (except depreciation).

They do not include:

- depreciation;
- cost of purchase of capital equipment;
- personal accounts or expenses;
- withdrawals or cash drawings from the business for personal use;
- wages, salaries or fees for *you* or *your* replacement or a replacement for any person who is not *your* employee; or
- the cost of stock or merchandise.

Endorsement

means an individual *endorsement* that *we* give *you* that attaches to *your policy schedule* and forms part of *your policy*. This varies the terms and conditions of *your policy*

Excess Period

means the period expressed in days, before a payment begins to accrue. The period of days relevant to *your excess period* is specified under *excess period* in the *policy schedule*.

Injury

means a bodily *injury* resulting from an *accident*, where the *injury* and *accident* occur during the *period of insurance*.

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 solely and directly from an *accident*.

Injury Date

means the earliest of:

- the date *your medical practitioner* reasonably diagnoses as the most likely date of the *injury*;
- the date *our medical practitioner* reasonably diagnoses as the most likely date of the *injury*;
- the date *you* first became aware of the *injury* or an ordinary person in the circumstances would have been aware of the *injury*;
- the date *you* first received medical treatment for the *injury*; and
- the date the *injury* is first diagnosed by a *medical practitioner*.

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 mental health practitioner or dentist;
- (c) had regular reviews or check-ups with a *medical practitioner*, mental health practitioner;
- (d) a chronic or ongoing condition which is medically documented, under investigation, pending diagnosis and/or test results;
- (e) symptoms which would cause an ordinary person to seek the advice of a *medical practitioner* or mental health practitioner.

Limb

means the entire *limb* between the shoulder and the wrist or between the hip and the ankle

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.

Paralysis

means the total and *permanent* loss of the use of:

- both *your lower limbs* (paraplegia); or
- both *your lower limbs* and both *your upper limbs* (quadriplegia), due to spinal cord *injury*.

Partial Disablement, Partial Disability, Partially Disabled

is where *you* have been continuously *totally disabled* as the result of an *injury* (but not a *sickness*) for which *you* have received a Total Disability Benefit and immediately after that period of *total disability* *you* are capable of returning to work in reduced or alternative light duties and/or reduced hours.

Period of Insurance

means the period during which cover is provided under the *policy* as set out in *your policy schedule*.

Permanent

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

Permanent Total Disablement

means *total disablement* which continues for 12 consecutive calendar months and at the expiry of that time is certified by a *medical practitioner* as being unlikely to improve, and which will entirely prevent *you* forever from engaging in any profession, occupation or employment for which *you* are reasonably qualified by training, education or experience.

Permanent Total Loss

means the loss or the full and *permanent* loss of the use of the part of *your body* referred to in the Capital Conditions Table resulting from an *injury* but not *sickness*.

Policy

means *our* contract with *you*, consisting out of this document, the *policy schedule* and any other documents we state form part of the terms and conditions of *our* contract with *you*.

Policy Schedule

means the relevant schedule we issue, including any *endorsement*, which sets out the specific insurance details for *you*.

Pre Disability Earnings

means the weekly equivalent of:

- (a) if *you* are self-employed or a working director, *your* gross annual income from *your* personal exertion (less any *business expenses*, costs and/or expenses incurred in deriving that income) in the 12 months (or any shorter period that *you* have been engaged in *your* occupation as shown on *your policy schedule* prior to the *injury* or *sickness* (if applicable) which caused *your total disability*; or
- (b) if *you* are an employee, *your* gross annual remuneration (exclusive of overtime payments, bonuses, commissions or allowances) from *your* employer for *your* personal exertion in *your* occupation as shown on *your policy schedule* averaged over the 12 months (or any shorter period that *you* have been engaged in *your* occupation as shown on *your policy schedule*) prior to the *injury* or *sickness* (if applicable) which caused *your total disability*.

Pre-Existing Condition

means any *injury*, or physical or mental defect, condition, illness, disease or syndrome for which *you* have:

- 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*, prior to the *period of insurance* set out in *your policy schedule*.

Professional Sport

professional sport means any sport in which an insured person receives financial reward, sponsorship or gain as a result of their participation, where in total this financial reward, sponsorship or gain accounts for the majority of the insured persons salary.

Rehabilitation Plan

means a document prepared by an authorised rehabilitation provider, after consultation with *you* regarding an *injury* or *sickness* for which Total Disability Benefit or Partial Disability Benefit are payable under this *policy*.



Sickness

means an illness, *sickness* or disease, condition, syndrome, or mental illness which first *manifests* during the *period of insurance* 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 *period of insurance*.

Spouse or Partner

means a person who is married to *you* or a partner to *you* who has been co-habiting with *you* for a period of at least three continuous months.

Terrorist Activity

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

Total Disablement, Totally Disabled, Total Disability

means *you* are entirely and continuously unable to engage in *your* usual occupation or employment, for which *you* are covered under *your policy*, or from any other occupation, profession or business which in *our* opinion *you* are qualified to perform based on *your* education, training or experience and:

- *you* are not working in any employment or occupation; and
- *you* are under the regular care and attendance of and following the advice and treatment recommended by, a *medical practitioner*.

Utilisation of Weapons of Mass Destruction

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

War or Civil Hostilities

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

We Us and Our

means AFA Pty Ltd as agent of Zurich Australian Insurance Limited.

You Your or Yours

means the Insured Person named in the *policy certificate*.





Contact Details

AFA Pty Ltd

PO Box 463

North Sydney NSW 2059

Telephone: (02) 9259 8222

Facsimilie: (02) 9259 8200

www.afainsurance.com.au

enquiries@afainsurance.com.au

VERSION NO. 15: AUG-2023-PDS-PAS-AFA-9580