

# Sports Group Personal Accident

AHI Product Disclosure Statement (PDS) and Policy Wording

1800 618 700 ahiinsurance.com.au November 2019

(for policies with an effective date of 23/09/2019 onwards)

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# Important Information

This document contains two parts:

- Product Disclosure Statement - contains general information the Insured needs to be aware of before applying for the product and about the Policy; and

- The Policy Wording - contains the terms and conditions of this insurance Policy.

# Product Disclosure Statement

#### Accident & Health International (AHI)

Accident & Health International Underwriting Pty Limited, ABN 26 053 335 952, AFS Licence No. 238261 (AHI) is an underwriting agency specifically created to provide Personal Accident, Medical and Travel insurance. AHI acts on behalf of Tokio Marine & Nichido Fire Insurance Co., Ltd, ABN 80 000438 291, AFS Licence No. 246548 (TMNF), with full authority to quote and issue contracts of insurance, collect premiums and pay claims.

For any queries about this Policy, please contact the appointed insurance advisor. Their details are shown in the Policy Schedule. In the event there is no appointed advisor, please contact AHI. Their details are in this document.

#### The Insurer

Tokio Marine & Nichido Fire Insurance Co., Ltd, ABN 80 000 438 291, AFS Licence No. 246548 (TMNF).

#### What is a Product Disclosure Statement

This Product Disclosure Statement (PDS) contains important information about the Policy to assist in making an informed decision when choosing this insurance. In this PDS:

- 1. 'We', 'Our', 'Us' means Tokio Marine & Nichido Fire Insurance Co., Ltd, ABN 80 000 438 291, AFS Licence No. 246548 (TMNF).
- 2. 'Insured' means the person or company who is named in the Policy Schedule as the Insured. The Insured is the contracting party for this Policy.
- 3. 'Insured Person' means any person shown by name, classification or meeting the criteria specified for an Insured Person in the Policy Schedule for the insurance cover selected by the Insured and with respect to who the premium has been paid. The Insured Person and the type of cover chosen will be set out in the Policy Schedule.

#### What the Policy consists of

The Policy consists of:

- the Policy Wording document which sets out details of the Insured's cover, applicable terms, conditions, limitations and exclusions; and
- 2. a Policy Schedule, approved by Us, which sets out who is insured, the cover(s) selected, the Period of Insurance, the limits of liability, excesses and other important information. This is referred to as the Policy Schedule in this Policy document.

The Policy and current Policy Schedule should be carefully read and retained by the Insured. These documents should be read together as they jointly form the contract of insurance between Us and the Insured. Any new or replacement Policy Schedule detailing changes to the Policy or the Period of Insurance We may send to the Insured will become the current Policy Schedule, which should be carefully read and retained by the Insured.

#### The Purpose of the Cover

This insurance is entered into with the Insured and provides cover in relation to Insured Persons. In some cases, the Insured may also be an Insured Person.

Insured Persons who are not the Insured are not parties to the contract between Us and the Insured. This means an Insured Person cannot cancel or vary the Policy in any way (only the Insured can do this).

Insured Persons who are not the Insured have a right to recover their loss in accordance with Section 48 of the Insurance Contracts Act. Section 48 states that Insured Persons have the same obligations in relation to a claim made by them that the Insured would have to Us (for example, complying with claims conditions such as subrogation) and may discharge the Insured's obligations in relation to a loss. We have the same defences to an action by an Insured Person as We would in an action by the Insured.

Where the Policy covers Insured Persons (other than the Insured), the Insured:

- 1. is not Our agent;
- 2. acts independently from Us in entering into this insurance to provide cover to Insured Persons; and
- is not authorised by Us to provide any recommendations or options about the insurance or other financial services to an Insured Person.

Any notices of expiry, variation, avoidance or cancellation will be sent by Us to the Insured. We will not provide any notices in relation to this insurance to the Insured Persons. The Insured is required to notify Insured Persons when this occurs.

#### Our Agreement with the Insured

If We accept the application for cover, the Insured and Insured Persons will be insured under this Policy for:

- 1. loss or damage caused by one or more of the insured events set out in this Policy; and
- 2. the other Benefits, as set out in this Policy,

during the Scope of Cover as shown on the Policy Schedule.

This cover will be given on the basis:

- 1. that the Insured has paid or agreed to pay Us the premium for the cover the Insured selected when cover was requested and which the current Policy Schedule indicates is in force; and
- 2. of the verbal and/or written information provided by the Insured to Us prior to inception of the Policy.

#### Choosing the most suitable Cover

Cover is provided for the Insured (where the Insured is also an Insured Person) and the Insured Persons as set out in the Policy Schedule. It is important that the Insured makes sure that the Sum Insured they have selected for each Benefit provides sufficient protection for their needs.

# The Insured can select cover from any of the following Benefits included in the Policy:

#### **Benefits**

The following Benefits are included in this Policy. The Sum Insured for each is shown in the Policy Schedule. If the Sum Insured shown in the Policy Schedule is \$0.00 for a particular Benefit, no cover is provided under this Policy for that Benefit. The circumstances under which a claim is payable for each of these covers is detailed under "Benefits" in the Policy Wording.

Death and Capital Benefits Permanent and incurable Paraplegia/Quadraplegia Heart Attack Benefit Weekly Injury Benefit Bed Care Benefit Childcare Benefit Chiropractic Expenses Domestic Help Benefit Family Accommodation and Transport Expenses Benefit Funeral Expenses Benefit Home and Vehicle Modification Benefit Non-Medicare Medical Expenses Physiotherapy Expenses Student Tutorial Benefit Unexpired Membership Benefit

#### Age Limitation

Age limits apply to this policy. No cover is provided for Insured Persons who are not aged between the minimum and maximum age limits of the Policy at the time of an Event.

- The maximum age limit is shown in the Policy Schedule against "Maximum Age Limit (sub limits may apply)". If "Maximum Age Limit (sub limits may apply)" is not shown in the Policy Schedule, no maximum age limit applies to the Policy.
- The minimum age limit is shown in the Policy Schedule against "Minimum Age Limit (sub limits may apply)". If "Minimum Age Limit (sub limits may apply)" is not shown in the Policy Schedule, no minimum age limit applies to the Policy.

Specific age limits may also apply to each Benefit included on this Policy. Please refer to each Benefit for full details.

#### The most We will Pay

The Policy may include an Aggregate Limit of Liability which is the most We will pay for all Benefits in any one Period of Insurance under this Policy. If applicable, it is shown in the Policy Schedule against "Aggregate Limit of Liability". We may also include an Aggregate Limit of Liability for specific Benefits or Events. If We include a specific Aggregate Limit of Liability for a Benefit or an Event, such limit will be shown in the Policy Schedule. The Aggregate Limit of Liability does not apply to the Personal Liability Benefit or the Medical and Medical Evacuation Expenses Benefit if they are included on the Policy. In the event this limit is reached, the amount can be reinstated with Our agreement and payment of the appropriate additional premium (plus any charges).

#### **Choosing a Sum Insured**

It is important that the Insured makes sure that the Sum Insured they have selected for each Benefit provides sufficient protection for its needs or the Insured Persons' needs.

#### **Policy Cost and Payment**

The cost of the Policy will be shown on the quotation We provide, once We have received all required information to complete the quotation. The cost of the Policy is calculated according to various risk indicators such as:

- Age of Insured Persons
- Occupation of Insured Persons
- Activities undertaken during the Scope of Cover
- Previous claims experience for this type of risk
- Risk location
- The Benefit Sum Insured

The cost of the Policy is made up of premium, administration fees and government taxes (such as Goods & Services Tax (GST) and Stamp Duty), where applicable.

#### **Renewal Procedure**

Before this Policy expires We will normally offer renewal by sending a renewal invitation advising the amount payable to renew this Policy. It is important that the Insured checks the information shown before renewing each year to be satisfied that the details are correct.

#### **Taxation Implications**

This Policy may be subject to a Goods & Services Tax in relation to premium.

Depending on the location of the risk being insured, this Policy may be subject to Stamp Duty in relation to premium and GST.

Depending upon the Insured or Insured Person's entitlement to claim Input Tax Credits under this Policy, We may reduce the payment of any claim by the amount of any Input Tax Credit.

Any claim paid in respect of the Weekly Injury Benefit or Weekly Sickness Benefit is subject to personal income tax. Where We are required to do so, We will withhold personal income tax amounts from claim payments We make and forward these amounts to the Australian Taxation Office on behalf of the Insured or Insured Person. Where required, We will provide the Insured a summary of the amounts withheld at the end of each financial year.

The Insured and /or Insured Persons should consult an authorised tax advisor if there are any questions that relate to their particular circumstances.

# Making a Claim and what is an Excess, Deferral Period and Co-payments

If the Insured or Insured Person needs to make a claim, please send a written notice of the claim to AHI within thirty (30) consecutive days of the date of the incident occurring or as soon as reasonably possible. AHI will provide a copy of the claim form which will need to be fully completed. We will not be responsible for any payments under the Policy unless this form is fully completed and returned to AHI. Any costs involved in the collection of information for the form are the responsibility of the Insured or Insured Person.

At any time after a claim has been lodged We may conduct enquiries into the circumstances of the claim. We may ask for medical examinations or, in the event of death, We may request an autopsy. This will be done at Our expense.

Any payments will be made in Australian (AUD) dollars unless otherwise shown in the Policy Schedule.

Once a payment is made under this Policy, We may attempt to recover the amount We have paid to the Insured or Insured Person if We find someone else is responsible for the loss or damage. We will do this in the name of the Insured or Insured Person as applicable. We may also need to defend the Insured or the Insured Person against allegations of loss or damage, in which case We require their full co-operation with Us at all times.

Depending on the circumstances of the claim, an Excess or Deferral Period may apply, or the Insured or Insured Person may be required to contribute to the cost of the claim as follows:

- 1. Excess an Excess is the amount paid by the Insured or Insured Person when a claim is made.
- 2. Deferral Period a Deferral Period is the continuous period of time shown in the Policy Schedule during which no Benefits are payable.
- 3. Co-payments a co-payment is an arrangement where We will reimburse a portion of an expense that has been incurred leaving the remainder to be paid by the Insured Person.

To see some example claims scenarios please visit www.ahiinsurance.com.au/claims-examples .

#### **Cooling-Off**

The Insured has a cooling-off period of twenty-one (21) consecutive days from the date on which the Policy was issued to cancel the Policy. If the request is made to Us in writing to cancel the Policy within the twenty-one (21) consecutive days, We will cancel the Policy and provide a full refund of premium less charges or taxes which we are unable to recover, provided neither the Insured nor any Insured Person has exercised a right or power under the terms of the Policy in that period (e.g. Insured Person has started their Journey, the Policy has already expired or if any claim has been made under the Policy).

#### **Dispute Resolution**

We and AHI will do everything possible to provide a quality service at all times. If there are any concerns or complaints about Our products or service, AHI staff are always available to listen and help where possible.

If, after speaking with an AHI staff member, the complaint remains unresolved to the Insured's or Insured Person's satisfaction, the matter can be referred (either in writing or verbally) and reviewed through AHI's Complaints and Dispute Resolution Process, which is free of charge. Please contact the Disputes Resolution Manager (please see contact details for AHI in this Product Disclosure Statement). The process will undertake to provide an answer to the Insured or Insured Person within fifteen (15) consecutive business days, subject to all necessary information being provided.

If the Insured or Insured Person is not satisfied with the outcome of the dispute resolution process or We cannot agree on alternative timeframe and would like to take the complaint further, the Insured may refer the matter to the Australian Financial Complaints Authority (AFCA), an external dispute resolution body, subject to eligibility. Access to the AFCA process is free of charge.

Please contact AHI to request further information about AFCA or contact:

Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001 Telephone: 1800 931 678 Email: <u>info@afca.org.au</u> Web: <u>www.afca.org.au</u>

#### Privacy

AHI - Privacy

As part of AHI's dealings with the Insured and Insured Persons, AHI may need to collect personal information (which may include sensitive information) when the Insured is applying for, changing or renewing a Policy with Us or when We are processing a claim in order to help Us properly administrate the Insured's insurance proposal, policy or claim. AHI will collect this information directly from the Insured or Insured Person where possible, but there may be occasions when AHI collects this information from a third party such as an insurance advisor.

AHI will only use information for the purposes for which it was collected, other related purposes and as permitted or required by law. The level of quality and/or quantity of information provided may affect AHI's ability to provide insurance cover as needed.

AHI may share this information with other companies within its group and third parties who provide services to AHI or on Our behalf, some of which may be located outside of Australia.

For more details on how AHI collects, stores, uses and discloses personal information, please read AHI's privacy policy located at www.ahiinsurance.com.au. Alternatively, contact AHI at <u>privacy@ahiinsurance.com.au</u> or call (02) 9251 8700 to request a copy be sent.

It is recommended to obtain a copy of this privacy policy and read it carefully. By applying for, using or renewing any of AHI's products or services, or providing AHI with collected personal AHI's privacy policy also contains information about how to access and seek correction of collected personal information, complain about a breach of the privacy law, and how AHI will deal with a complaint.

#### TMNF – Privacy

Privacy is important to Us. TMNF is dedicated to upholding the Insured and Insured Person's privacy and protecting their personal information. We are bound in Australia by the Privacy Act 1988 (Cth) and its associated Australian Privacy Principles, along with any other applicable privacy laws and codes, when collecting, using, disclosing, holding, handling and transferring any personal information. TMNF has ongoing practices, procedures and systems in place to ensure that We manage personal information in an open and transparent way. We may use the Insured or Insured Persons personal information (such as name, date of birth, contact details, and in certain cases explained in Our Privacy Policy, sensitive information) for the following purposes:

- to determine whether and on what terms We might issue the Insured or Insured Persons with an insurance policy;

- to open and administer any products and services the Insured or Insured Persons may sign up for;

- to help improve Our products and services;

- to undertake market research, customer data analysis and direct marketing activities;

- to manage and resolve complaints made;

- to report information required by law or regulations;

- to perform any other appropriately related functions If the Insured or Insured Persons don't provide all the information requested, the main consequence is that We may not be able to issue the Insured or Insured Persons with a policy or pay a claim. Unless it is unreasonable or impracticable under the circumstances, We will collect the Insured or Insured Persons personal information directly from the Insured or Insured Persons advisor or someone authorised by the Insured or Insured Persons, for example, the Insured or Insured Persons insurance broker, financial planner, legal services provider, agent or carer. In issuing and/or managing the Insured or Insured Persons policy or claim We may need to disclose the Insured or Insured Persons personal information to third parties such as another insurer, Our reinsurers, an insurance broker, Our legal providers, Our accountants, loss investigators or adjusters, anyone acting as the Insured or Insured Persons agent or regulatory bodies as well as Our various third party service providers described in Our Privacy Policy. We may also disclose the insured or insured person's information as required by law.

In providing the Insured or Insured Persons with Our services it may be necessary to disclose the Insured or Insured Persons information overseas where We have a presence or engage such parties, including but not limited to Japan, USA, Canada, Bermuda, New Zealand, Thailand, Hong Kong, Europe (including the United Kingdom), Singapore and India.

We will otherwise collect, hold, use and disclose the Insured or Insured Persons personal information in accordance with Our Privacy Policies, which set out how the Insured or Insured Persons may access and correct the personal information that We hold about the Insured or Insured Persons and how to lodge a complaint.

To learn more about collection and use of the Insured or Insured Persons personal information, see Our Privacy Policy, which can be viewed at Our website

#### Updating the PDS

Information in the PDS may need to be updated from time to time. A copy of any updated information can be obtained without charge by calling Us on the contact details provided in this document. If the update is to correct a statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this Policy, We will provide the Insured with a new PDS or a Supplementary PDS.

#### Intermediary Remuneration

Tokio Marine & Nichido Fire Insurance Co., Ltd pays remuneration to insurance intermediaries when We issue, renew or vary a Policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments. Information about the remuneration We may pay intermediaries can be obtained by requesting it from the intermediary or insurance advisor.

#### Financial Claims Scheme

The Insured or Insured Person may be entitled to payment under the financial claims scheme in the event that Tokio Marine & Nichido Fire Insurance Co., Ltd becomes insolvent. Access to the Scheme is subject to eligibility criteria. Information about the scheme can be obtained from <u>http://www.fcs.gov.au</u>.

#### **Contact Details**

Accident & Health International Underwriting Pty Limited ABN 26 053 335 952 AFS Licence No. 238261 Level 4, 33 York Street SYDNEY NSW 2000

Telephone:	(02) 9251 8700
Fax:	(02) 9251 8755
Website:	www.ahiinsurance.com.au
Email:	enquiries@ahiinsurance.com.a

The Insurer

Tokio Marine & Nichido Fire Insurance Co., Ltd, ABN 80 000 438 291 AFS Licence No.246548 (TMNF)

Level 3, 1 Chifley Square, SYDNEY NSW 2000

Telephone:	+61 2 9225 7500
Website:	www.tokiomarine.com.au

This Product Disclosure Statement was prepared on 14/07/2020. AHI is authorised to distribute this Product Disclosure Statement.

**General Insurance Code of Practice** 

We proudly support and are a signatory to the General Insurance Code of Practice ('the Code').

The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more informed relations between Us and Our valued customers;
- 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 between Us and the Insured; and
- to promote continuous improvement of the general insurance industry through education and training.

This is Our commitment to the all Our valued customers. We have adopted and support the Code and are committed to complying with it.

Further information about the Code and the customer's rights under it is available at <u>www.codeofpractice.com.au</u> or contact Us.

# Policy Wording

# **Important Notice**

Accident & Health International Underwriting Pty Ltd (hereinafter called AHI) gives notice that this contract has been effected under an Authority given to AHI by the Insurer(s). AHI has entered into the contract as an agent of the Insurer(s) and not an agent of the Insured. A commission is payable by Us to AHI for arranging this insurance.

All cover under this Policy is subject to:

- 1. the payment of premium;
- 2. the terms and conditions contained in this Policy document and in the Policy Schedule; and
- 3. the limits of liability referred to in the Policy and in the Policy Schedule.

This Policy consists of several Benefits. An Insured Person is covered for insurance under only those Benefits selected by the Insured as shown in the Policy Schedule.

We hereby agree to insure such Insured Persons as nominated by the Insured from time to time on the terms, conditions, limitations and exclusions set out in this Policy.

There is a maximum amount payable under each Benefit of the Policy with respect to each Insured Person, and with respect to all claims payable under this Policy during each Period of Insurance. The limit of Our liability is the Sum Insured against each Benefit as shown in the Policy Schedule and is subject to the overall maximum amount in any one Period of Insurance as also shown in the Policy Schedule against "Aggregate Limit of Liability".

# **Benefits**

The Policy consists of a number of Benefits that provides the level of cover to the Insured and/or Insured Persons. Please refer to the relevant Benefits of the Policy and the Policy Schedule for full Benefits details. The General Conditions and Limitations and General Exclusions of this Policy apply to all Benefits of the Policy in addition to the specific Conditions and Exclusions of the Benefit. If the Sum Insured stated in the Policy Schedule is \$0.00 for a particular Benefit, no cover is provided under this Policy for that Benefit.

Each Benefit is formatted under four (4) applicable headings:

- 1. Extent of Cover details the Events that are covered under each Benefit.
- 2. Compensation details the way We will pay the Compensation under each Benefit.
- Conditions explains the conditions which must be met for an Insured or Insured Person to make a claim against that Benefit and are in addition to the General Conditions and Limitations that apply to all Benefits under this Policy.
- 4. Exclusions details when We will not pay a claim under each Benefit and are in addition to the General Exclusions that apply to all Benefits under this Policy.

All definitions for terms used in each Benefit can be easily found under the AHI Standard Definitions heading of this Policy.

## Death and Capital Benefits

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in any of the following Insured Events which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### **Insured Events**

#### Percentage of Benefit Payable

- Death Bene	efit for eighteen (18) years and over	100%
	efit for under eighteen (18) years of age	20%
	total loss of sight in:	
a.	Both eyes	100%
b.	One (1) eye	50%
- Permanent	total Loss of Use of:	
a.	Two (2) limbs	100%
b.	One (1) limb	100%
- Permanent	total Loss of Use of:	
a.	The lens in both eyes	100%
b.	The lens in one (1) eye	50%
- Permanent	total Loss of Use of:	
a.	Hearing in both ears	75%
b.	Hearing in one (1) ear	30%
- Third degre	ee burns and/or resultant disfigurement which covers more	
	than 40% of the entire external body	50%
- Permanent	total Loss of Use four fingers and thumb of either hand	70%
	total Loss of Use of four fingers of either hand	40%
- Permanent	total Loss of Use of one thumb of either hand:	
a.	both joints	30%
b.	one (1) phalanx joint	15%
- Permanent	total Loss of Use of fingers of either hand:	
a.	three (3) phalanx joints	10%
b.	two (2) phalanx joints	7%
С.	one (1) phalanx joint	5%
<ul> <li>Permanent</li> </ul>	total Loss of Use of toes of either foot:	
a.	all – one (1) foot	15%
b.	great - both joints	5%
С.	great – one (1) joint	3%
d.	other than great, each toe	1%
<ul> <li>Permanent</li> </ul>	total Loss of Use of:	
a.	Liver	75%
b.	Two (2) kidneys	75%
С.	One (1) kidney	35%
d.	Sexual function	45%
e.	Two (2) testicles	40%
f.	One (1) testicle	7.5%
g.	Spleen	30%
	eg or patella with established non-union	10%
	of leg by at least 5cm	7%
	and incurable total Loss of Use of all limbs	100%
- Any Perma	nent total Loss of Use of any body part not shown above will be Compensated at a perce	entage of \$50,000 as determined at

- Any Permanent total Loss of Use of any body part not shown above will be Compensated at a percentage of \$50,000 as determined at the sole discretion of AHI. Such determination will not be inconsistent with the Benefits provided above.

- Any Permanent disability that is not Total Disablement or is not listed above from "Permanent total Loss of Use of – a. The lens in both eyes" to "Shortening of the leg by at least 5cm" inclusive, will be compensated for in proportion to the degree of Permanent disability as compared with the Insured Events listed above. Such claims will be limited to a maximum of 75% of the Death Benefit compensation amount (as per current level of cover) and will be determined at Our sole discretion. Such determination will not be inconsistent with the benefits provided under the Insured Events above from "Permanent total Loss of Use of – a. The lens in both eyes" to "Shortening of the leg by at least 5cm" inclusive. For the purposes of this Insured Event, Bronze level cover will be upgraded to the Silver level sum insured.

#### **Special Condition**

Any Benefit payable for the above Insured Events is limited to twenty (20%) percent of the amount if the Injury occurs other than whilst an Insured Person is actually physically playing or training in games or sessions arranged by the Insured. This Special Condition does not apply to Insured appointed volunteers or umpires.

#### Disappearance

If an Insured Person has been missing for a period of three hundred and sixty five (365) consecutive days following the sinking, wrecking or disappearance of an aircraft, vehicle or vessel in which the Insured Person was travelling, we will assume that the Insured Person has suffered the Insured Event Death.

#### Exposure

If an Insured Person is exposed to the elements as a result of sustaining an Injury and suffers from any of the Insured Events within three hundred and sixty five (365) consecutive days as a direct result of that exposure, We will treat that Insured Event as if it were caused by an Injury for the purposes of this Policy.

#### Compensation

We will pay the Percentage of Benefit Payable shown for the Insured Event of the amount shown in the Policy Schedule against "Death and Capital Benefits".

#### Conditions

- 1. The Insured Event must occur within three hundred and sixty-five (365) consecutive days of the date of the Injury.
- Compensation shall not be payable for more than one of the Insured Events in respect of the same Injury. If two (2) or more Insured Events have occurred, the Insured Event with the highest Compensation will be payable.
- 3. Compensation shall not be payable unless the Insured Person shall as soon as possible after the happening of any Injury, procure and follow proper medical advice from a Medical Practitioner.
- 4. Any payment of the Insured Event "Death" as a result of sinking, wrecking or disappearance of an aircraft, vehicle or vessel in which the Insured Person was travelling is subject to receipt of a signed undertaking by the beneficiaries of the Insured Person that any Compensation paid under this Benefit shall be refunded if it is later demonstrated that the Insured Person did not die as a result of an Injury.
- 5. The maximum amount payable for this Benefit in any one Period of Insurance for any one Insured Person is the amount shown in the Policy Schedule against "Death and Capital Benefits".

#### **Exclusions**

- 1. No cover is provided for any Injury which is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).
- No cover is provided for Insured Event "Permanent Total Disablement" for Insured Persons who have attained:
  - a. the age of seventy (70) or over; or
  - b. the age shown in the Policy Schedule against "Maximum Age Limit (sub limits may apply)", whichever is the lesser.

# Permanent and incurable Paraplegia/Quadriplegia

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in Permanent and incurable Paraplegia or Quadriplegia which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay the amount shown in the Policy Schedule against "Permanent and incurable Paraplegia/Quadriplegia".

Any Compensation payable shall be reduced by any sum already paid for under Weekly Injury Benefit in respect of the same Injury.

#### Conditions

- 1. The Insured Event must occur within three hundred and sixty-five (365) consecutive days of the date of the Injury.
- 2. Compensation shall not be payable for more than one of the Insured Events in respect of the same Injury. If two (2) or more Insured Events have occurred, the Insured Event with the highest Compensation will be payable.
- Compensation shall not be payable unless the Insured Person shall as soon as possible after the happening of any Injury, procure and follow proper medical advice from a Medical Practitioner.

#### Exclusions

1. No cover is provided for any Injury which is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).

## Heart Attack Benefit

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person suffers a Heart Attack as defined, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay up to the maximum amount shown in the Policy Schedule against "Heart Attack Benefit".

#### Conditions

- 1. For the purpose of this Benefit a Heart Attack (Myocardial Infarction) means the sudden occurrence of coronary thrombosis resulting in the Death of the Insured Person.
- The Insured Person must not be aware of any 2. congenital defect or Pre-Existing Condition that would render the Insured Person to be more susceptible in any way to a Heart Attack.
- The Heart Attack must occur while the Insured Person 3 is physically engaged in training or physically participating in an official game organised by the Insured
- The attending Medical Practitioner must certify that the 4 Heart Attack was not related to any congenital defect or Pre-Existing Condition.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## Weekly Injury Benefit

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in either of the following Insured Events:

- Temporary Total Disablement
- Temporary Partial Disablement,

and as a result suffers a loss of Income which is not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay the lesser of:

- 1/7<sup>th</sup> of the amount shown in the Policy Schedule 1 against "Weekly Injury Benefit"; or
- 1/7<sup>th</sup> of the Insured Person's Income, 2

for each completed twenty-four (24) hours of continued disablement.

#### Conditions

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- The Insured Event must occur within three hundred and 1 sixty-five (365) consecutive days of the date of the Injury.
- 2. The Insured Person must as soon as possible after the happening of any Injury giving rise to a claim, procure and follow proper medical advice from a Medical Practitioner.
- 3. Payments under this Benefit shall be reduced by the amount of any Workers' Compensation, Transport Accident Compensation, Statutory Compensation (or any ordinance or any other legislation having similar effect) entitlement for incapacity for work or any other payment which the Insured Person is entitled to receive for disability from any Other Insurance policy, except where this condition would contravene Section 45 of the Insurance Contracts Act.
- If the Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same Injury, 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 one hundred and eighty-two (182) consecutive days. Where the period between periods of disablement exceeds one hundred and eighty-two (182) consecutive days, the subsequent period of disablement shall be deemed to have resulted from a new Injury and a new Deferral Period shall apply and the continuing period of disablement will accumulate to the prior claim period and total Benefit Period. 5.

Where the Insured Person is an employee and their employment with the Insured or their pre-disability employer is terminated or they are made redundant, and the Insured Person receives a lump sum termination or redundancy payment, We will reduce and/or off-set the payment of any entitlements under this Benefit by the equivalent periodical payments (or proportional weekly equivalent of any lump sum payment) the Insured Person received.

- If the Insured Person redeems or commutes or settles 6. their entitlement to Income from any other source, Our payments under this Policy will immediately cease. This condition applies except where it would contravene Section 45 of the Insurance Contracts Act.
- The Insured and any Insured Person must give Us 7. immediate written notice if the Insured or any Insured Person take out any Other Insurance with any insurer providing for weekly compensations of a similar kind which, together with this insurance, will exceed the Insured Person's Income.
- All Compensation shall be paid monthly in arrears. 8 In respect of Temporary Partial Disablement, the 9.
- maximum We will pay is forty (40%) percent of the Compensation payable for Temporary Total Disablement.
- 10. In respect of Temporary Partial Disablement, if an Insured Person is able to return to work in a limited capacity but elects not to do so, the maximum We will pay is twenty-five (25%) percent of the Compensation payable for Temporary Total Disablement.
- 11. If an Insured Person has made a claim and is in receipt of Temporary Total Disablement or Temporary Partial Disablement benefits under the Policy and the Insured Person travels or resides outside Australia for a period of more than thirty (30) consecutive days (unless otherwise agreed with Us in writing), then the weekly compensation payable under the Policy will cease at the end of the thirty (30) days taken from the date the Insured Person left Australia or when the payments have reached the limit of the Benefit Period, whichever occurs first.

#### **Exclusions**

- 1 No cover is provided for any Injury that is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury). No cover is provided for Insured Persons who have 2
- attained: a.
  - the age of seventy (70) or over; or
  - the age shown in the Policy Schedule against b. "Maximum Age Limit (sub limits may apply)", whichever is the lesser.

## **Bed Care Benefit**

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury and as a result is unable to perform the 'activities of daily living' such as washing, cooking, bathing, dressing and movement around the Insured Person's principal residence and the Insured Person is confined to bed (other than in a Hospital or other medical facility), which is not otherwise excluded in this Benefit. We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay the amount shown in the Policy Schedule against "Daily Benefit" for each completed twenty-four (24) hours of continued bed confinement.

The maximum We will pay is the amount shown in the Policy Schedule against "Bed Care Benefit".

#### Conditions

A Medical Practitioner must certify that the Insured 1 Person is unable to perform the 'activities of daily living' and is confined to bed for the period claimed.

#### **Exclusions**

No cover is provided for bed confinement which lasts 1 less than a period of forty-eight (48) consecutive hours.

## Childcare Benefit

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in a claim that We accept against this Policy for one of the following Insured Events under Death and Capital Benefits:

- Permanent Total Disablement
- Paraplegia/Quadriplegia
- Permanent and incurable paralysis of all limbs
- Permanent and incurable insanity
- Permanent total loss of sight in:

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a.	Both eyes
b.	One (1) eye
- Permanent total	Loss of Use of:
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- a. Two (2) limbs
- b. One (1) limb
- Permanent total Loss of Use of:
  - a. The lens in both eyes
  - b. Hearing in both ears,

and as a result incurs expenses relating to childcare services for their Dependent Children, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Childcare Benefits".

#### Conditions

1. The childcare services must be provided by a trained and registered childcare provider.

#### Exclusions

- 1. No cover is provided for expenses that would have been incurred irrespective of the Injury.
- 2. No cover is provided for any claim in relation to or in connection with a Pre-Existing Condition.

## Chiropractic Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury or suffers a Sickness and as a result incurs expenses for chiropractic services, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Chiropractic Expenses".

#### Conditions

1. We will only pay for services provided by an Allied Health Care Provider.

#### Exclusions

No specific exclusions apply to this Benefit, only the General Exclusions.

# Domestic Help Benefit

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person who does not generate or earn an income, sustains an Injury which results in the following:

#### - Temporary Total Disablement

and as a result incurs expenses for domestic help, covering at home childcare, routine household cleaning and garden maintenance activities which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is 1/7<sup>th</sup> of the amount shown in the Policy Schedule against "Domestic Help Benefit" per day of continued Temporary Total Disablement.

#### Conditions

- 1. The Temporary Total Disablement must occur within three hundred and sixty-five (365) consecutive days of the date of the Injury.
- 2. The Insured Person must as soon as possible after the happening of any Injury giving rise to a claim, procure and follow proper medical advice from a Medical Practitioner.
- 3. All Compensation shall be paid monthly in arrears.
- 4. The domestic help provided must be certified as
- necessary by a Medical Practitioner.

#### Exclusions

- No cover is provided for any Injury that is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).
- 2. No cover is provided for Insured Persons who have attained:
  - a. the age of seventy (70) or over; or b the age shown in the Policy Schedu
    - the age shown in the Policy Schedule against "Maximum Age Limit (sub limits may apply)",

whichever is the lesser.

 No cover is provided for domestic help provided by a Relative of the Insured Person or a Relative of the Insured Person's Partner.

### Family Accommodation and Transport Expenses Benefit

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in them being admitted as an in-patient to a Hospital and the Insured Person's Family incurs expenses to travel to and remain with the Insured Person for the duration of their stay as an inpatient, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Family Accommodation and Transport Expenses Benefit".

#### Conditions

- 1. The Hospital must be located in Australia.
- 2. The Hospital must be located outside a radius of 100km from the Insured Person's normal place of residence.

#### Exclusions

1. No cover is provided for any Injury wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).

## Funeral Expenses Benefit

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover an Insured Person suffers an Injury resulting in the Insured Persons Death and subsequently the deceased Insured Person's estate incurs reasonable Funeral Expenses, being;

- a) all reasonable funeral, burial or cremation and associated expenses: or
- all reasonable expenses incurred in transporting the Insured Person's body, moral remains or ashes to a place nominated by the deceased Insured Persons estate;

which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Funeral Expenses Benefit".

#### Conditions

No specific conditions apply to this Benefit, only the General Conditions and Limitations.

#### Exclusions

No specific exclusions apply to this Benefit, only the General Exclusions.

# Home and Vehicle Modification Benefit

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in a claim that We accept against this Policy for one of the following Insured Events under Death and Capital Benefits:

- Permanent Total Disablement
- Paraplegia/Quadriplegia
- Permanent and incurable paralysis of all limbs
- Permanent and incurable insanity
- Permanent total loss of sight in:

а	Both	eves	
		0,00	

- b. One (1) eye
- Permanent total Loss of Use of:
  - a. Two (2) limbs
  - b. One (1) limb
- Permanent total Loss of Use of: a. The lens in both eyes
  - b. Hearing in both ears,

and as a direct result of such Injury is unable to perform the activities of daily living requiring modification to the Insured Person's:

- 1. principal residence (including but not limited to the installation of ramps for external or internal wheel chair access, internal guide rails, emergency alert system and similar disability aids); or
- 2. private vehicle (used for non-commercial purposes) including but not limited to the installation of steering wheel modifications and pedal adjustments,

and incurs expenses for those modifications which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Home and Vehicle Modification Benefit".

#### Conditions

- 1. Modifications must be required in order to perform the activities of daily living such as driving, washing, cooking, bathing, dressing and movement around the Insured Person's residence.
- 2. Our prior written agreement and the agreement of the Insured Person's attending Medical Practitioner to certify that these modifications are necessary in order for the Insured Person to perform the activities of daily living must be obtained prior to modifications being undertaken.
- Cover is applicable in respect of the Insured Person's principal residence only or one private non-commercial vehicle (as applicable) only.

 Modifications must be in accordance with any law or by-laws.

#### Exclusions

1. No cover is provided where the payment of the Benefit would constitute the carrying on of a "Health Insurance Business" as defined under the Private Health Insurance Act 2007 (Cth) or any succeeding legislation to that Act or would result in a breach of the provisions of the Health Insurance Act 1973 (Cth) or any similar legislation.

### Non-Medicare Medical Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury and as a direct result of this Injury incurs Non-Medicare Medical Expenses which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Non- Medicare Medical Expenses".

#### Conditions

- 1. We will only pay for expenses incurred whilst an Insured Person is unable to play football.
- For all Non-Australian citizens, Medical Expenses are limited to the amount an Australian citizen is entitled to receive under this Benefit.

#### Exclusions

No specific exclusions apply to this Benefit, only the General Exclusions.

## Physiotherapy Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury or suffers a Sickness and as a result incurs expenses for physiotherapy services, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Physiotherapy Expenses".

#### Conditions

1. We will only pay for services provided by an Allied Health Care Provider.

#### Exclusions

No specific exclusions apply to this Benefit, only the General Exclusions.

## Student Tutorial Benefit

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person:

- 1. who is a student; and
- 2. who is not in receipt of an income,

sustains an Injury which results in Temporary Total Disablement and as a result is unable to attend classes and incurs home tutorial expenses which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum We will pay is 1/7<sup>th</sup> of the amount shown in the Policy Schedule against "Student Tutorial Benefit" per day of continued Temporary Total Disablement.

#### Conditions

- 1. The Temporary Total Disablement must occur within three hundred and sixty-five (365) consecutive days of the date of the Injury.
- 2. The Insured Person must as soon as possible after the happening of any Injury giving rise to a claim, procure and follow proper medical advice from a Medical Practitioner.
- 3. All Compensation shall be paid monthly in arrears.
- 4. The Insured Person's inability to attend classes must be certified by a Medical Practitioner.
- 5. The home tutorial services must be performed by a professionally qualified tutor.

#### Exclusions

Under this Benefit no Compensation is payable for any claim caused by or arising out of:

- 1. No cover is provided for any Injury that is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).
- 2. No cover is provided for Insured Persons who have attained:
  - a. the age of seventy (70) or over; or b. the age shown in the Policy Sched
    - the age shown in the Policy Schedule against "Maximum Age Limit (sub limits may apply)",

whichever is the lesser.

 No cover is provided for home tutorial services provided by a Relative of the Insured Person or a Relative of the Insured Person's Partner.

## **Unexpired Membership Benefit**

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in a claim that We accept against this Policy for one of the following Insured Events under Death and Capital Benefits:

- Permanent Total Disablement
- Paraplegia/Quadriplegia
- Permanent and incurable paralysis of all limbs
- Permanent and incurable insanity
- Permanent total loss of sight in:
  - a. Both eyes
- b. One (1) eye
- Permanent total Loss of Use of:
  - a. Two (2) limbs
  - b. One (1) limb
- Permanent total Loss of Use of:
  - a. The lens in both eyes
    - b. Hearing in both ears,

or one of the following Insured Events under Weekly Injury Benefit:

- Temporary Total Disablement
- Temporary Partial Disablement,

which is not otherwise excluded in this Benefit and as a result of such Injury is unable to participate in any sport or gym activity for which the Insured Person has pre-paid a membership fee, association fee or registration fee, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the described fees which have been paid for the current season, on a pro-rata basis. The maximum amount We will pay is shown in the Policy Schedule against "Unexpired Membership Benefit".

#### Conditions

- 1. A Medical Practitioner must certify in writing that the Temporary Total Disablement and/or Temporary Partial Disablement will continue for a minimum period of one hundred and eighty two (182) consecutive days.
- 2. A Medical Practitioner must certify in writing that the Injury is preventing the Insured Person from continuing their participation in any sport or gym activity for which they have pre-paid the relevant membership, association or registration fee.

#### **Exclusions**

1. No cover is provided for any fees for which a refund is available or where fees have not been paid.

# **General Exclusions**

The following exclusions apply to all Benefits under this Policy.

- 1. No cover is provided for an Insured Person who has attained the age shown in the Policy Schedule against "Maximum Age Limit (sublimits may apply)".
- 2. No cover is provided for an Insured Person engaging in air travel except as a passenger in any registered and licensed aircraft that carries passengers.
- 3. No cover is provided for any Benefit payment that would constitute the carrying out of a "Health Insurance Business" as defined under the Private Health Insurance Act 2007 (Cth) or any succeeding legislation to that Act or would result in a breach of the provisions of the Health Insurance Act 1973 (Cth) or the National Health Act 1953 (Cth).
- 4. No cover is provided for an Insured Person being under the influence of intoxicating liquor and having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Medical Practitioner and taken in accordance with the Medical Practitioner's advice.
- 5. No cover is provided for an Insured Person engaging in or taking part in naval, military or air force service or operations.
- 6. No cover is provided for racing and/or time trials of any form, other than on foot.
- 7. No cover is provided for the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
- 8. No cover is provided for any deliberate self-inflicted harm or Injury, caused or committed by the Insured Person, including suicide or attempted suicide, reckless misconduct or any criminal or illegal act.
- 9. No cover is provided for sexually transmitted diseases, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection.
- 10. No cover is provided for War, Civil War, rebellion, revolution, insurrection or military or usurped power in or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, or the Insured Person taking part in a riot or civil commotion.
- 11. No cover is provided or deemed to be provided and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations Security Council (UNSC) resolutions or the trade or economic sanctions, laws or regulations of Australia, European Union, United Kingdom and/or the United States of America.
- 12. No cover is provided for Events attributable wholly or partly to childbirth or pregnancy or the complications of these.
- 13. No cover is provided for any claim in relation to or in connection with a Pre-Existing Condition.
- 14. No cover is provided for results from losses arising from Nuclear, Biological or Chemical Terrorism.

# **General Conditions and Limitations**

The following conditions and limitations apply to this Policy.

#### **Additions and Deletions**

The Insured must declare to Us in writing of any Insured Persons who are required to be covered under the Policy during the Period of Insurance within thirty (30) consecutive days from their Effective Date of Cover. Cover will be subject to a pro-rata premium for time on risk, which can be paid on a quarterly or annual basis. The Insured must also declare to Us any Insured Persons who no longer require cover under the Policy within thirty (30) consecutive days from their date of cessation.

The maximum pro-rata refund premium applicable for Insured Persons that no longer require cover under the Policy will be limited to one hundred and twenty (120) consecutive days. Furthermore, We reserve the right not to refund any premium, or only a refund portion of the premium, if We have paid a claim or intend to pay a claim under the Policy during the Period of Insurance with respect to an Insured Person who no longer requires cover.

#### Age Limitation

Age limits apply to this policy. No cover is provided for Insured Persons who are not aged between the minimum and maximum age limits of the Policy at the time of an Event.

- The maximum age limit is shown in the Policy Schedule against "Maximum Age Limit (sub limits may apply)". If "Maximum Age Limit (sub limits may apply)" is not shown in the Policy Schedule, no maximum age limit applies to the Policy.
- 2. The minimum age limit is shown in the Policy Schedule against "Minimum Age Limit (sub limits may apply)". If "Minimum Age Limit (sub limits may apply)" is not shown in the Policy Schedule, no minimum age limit applies to the Policy.

Specific age limits may also apply to each Benefit included on this Policy. Please refer to each Benefit for full details.

#### Cancellation

- 1. The Insured may cancel the Policy at any time by telling Us in writing:
  - a. If the Insured cancels the Policy, (subject to the cooling-off rights) We shall retain and be entitled to the proportional premium for the period during which the Policy has been in force plus Our cancellation charge;
  - b. Cancellation by the Insured will be effective when We receive the request; and
  - c. Where there is more than one Insured under the Policy, We will only cancel the Policy when a written agreement to cancel it is received from all of the Insureds.

- 2. We may only cancel the Policy by giving the Insured written notice and in accordance with the provisions contained in the Insurance Contracts Act, including where the Insured has:
  - a. made a misrepresentation to Us before the Policy was entered into;
  - b. failed to comply with a provision of the Policy including failure to pay the premium;
  - c. made a fraudulent claim under the Policy or any other policy during the time the Policy has been in effect;
  - d. failed to notify Us of a specific act or omission as required by the Policy; or
  - e. failed to tell Us about any changes in the circumstances of the risk during the Period of Insurance.
- If We cancel the Policy, We will advise the Insured in writing and cancellation will take effect at whatever is the earlier of the following times:
  - a. when another contract of insurance is taken out by the Insured to replace the Policy; or
  - b. at 4.00p.m. local standard time of the third business day after the day on which notice was given to the Insured or such later time as We may specify in the notice.

After cancellation and subject to the cooling-off rights (See 'Important Information'), We will keep the premium for the period that the Policy was in force and We will return to the Insured the unexpired portion of the premium for the period from the date the Policy was cancelled to the due date of the Policy. We will not refund any premium if a claim has been made under any Benefit of this Policy.

4. Where the Policy is cancelled, We do not notify any Insured Persons who are not the Insured.

#### **Change in Business Activities**

The Insured must inform Us as soon as reasonably practicable to a maximum time limit of fifteen (15) consecutive business days of any alteration in the Insured's business activities which increases the risk of a claim being made under this Policy.

#### **Claim Forms**

We will, upon receipt of notice of a claim, provide claim forms and other documentation as required by Us for completion by the Insured Person and/or Insured as the case may be. We shall not be liable to make any payment under this Policy unless the claim form is properly completed and all information reasonably required by Us has been furnished at the expense of the Insured.

#### Important Note:-

All Claim Forms must be signed by the Club President and Echelon will only accept claims that have paid receipts attached.

From time to time We may request a progressive claim form be completed by the Insured Person's attending Medical Practitioner.

#### Claim Off-Set

In respect of any Benefit which is intended to reimburse incurred expenses or financial losses, there is no cover under the Policy for any loss, damage, liability, Insured Event, Injury or Sickness which is covered under any Other Insurance policy, health or medical scheme or any government legislation or is payable by any other source. We will however pay the difference between what is payable under the Other Insurance policy, health or medical scheme or any government legislation or such other source and what the Insured or the Insured Person would be otherwise entitled to recover under the Policy, where permissible by law.

#### **Consent to Notification**

Acceptance of this Policy means that the Insured consents that We may provide information, including but not limited to notices, in an email or in any other form of electronic communication.

#### Currency

All amounts shown in the Policy are in Australian dollars (AUD), unless otherwise shown in the Policy Schedule against "Policy Currency". Any claim or Benefit paid under this Policy will be paid in Australian dollars (AUD) or the currency shown in the Policy Schedule against "Policy Currency". International bank transaction fees are covered to a maximum of fifty (\$50) dollars per claim.

If expenses are incurred in a currency different to Australian dollars (AUD) dollars or the currency shown in the Policy Schedule against "Policy Currency", then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a loss sourced from the OANDA website <u>www.oanda.com</u>. Note, that exchange rate differences may occur resulting in variation between original value and final payment amount, this can be minimised by requesting all payment be made in Australian dollars (AUD) into an Australian bank account.

#### Documentation

The Insured must provide all Insured Persons:

- 1. with a copy of the PDS at the commencement of the Period of Insurance;
- 2. with information that any claim they make is subject to the terms, conditions and exclusions of the Policy;
- 3. with information that is relevant to the Policy cover contained in the Policy Schedule, including but not limited to the definition of Insured Persons, the Period of Insurance, the Scope of Cover and the nature and effect of any endorsement to the Policy; and
- 4. if the Policy is lapsed or cancelled, a note to this effect.

As We are not in direct contact with, and We do not know who the fluctuating body of Insured Persons are, We must rely on the Insured to ensure that the Insured Persons receive the required Policy information.

#### Due Diligence

The Insured and all Insured Person(s) will exercise due diligence in doing all things to avoid or reduce any loss under the Policy.

#### **Duplicate Benefit Cover**

Should a Benefit be payable under this Policy that is also payable under any Other Insurance policy insured with Us, only one (1) Policy can be claimed against (i.e. the Policy with the greatest benefit).

#### Duty to Co-Operate

- The Benefits of this Policy depend on the Insured or any person covered by this Policy giving Us or AHI any reasonable information and help We or AHI require. This includes giving Us or AHI written statements and/or documents We or AHI consider relevant. We or AHI may also require the Insured or any person covered by this Policy to attend court to give evidence. The Insured and any person covered by this Policy must help Us or AHI even when We have paid a claim.
- 2. If the Insured or any person covered by this Policy are in receipt of weekly Benefit payments for Temporary Total Disablement or Temporary Partial Disablement, We may appoint a return to work coordinator or vocational rehabilitation provider. Such persons will work with the Insured, the Insured Person's Employer and the Insured's nominated treating Medical Practitioner to explore and facilitate possible return to work strategies within the functional parameters of the medical condition. The Insured must give Us reasonable cooperation in participating in such injury management.
- 3. If the Insured or any person covered by this Policy do not cooperate with the above the Insured or any person covered by this Policy will be in breach of this Policy and payments may be either suspended, or be reduced to the extent that the Insured's non-cooperation prejudices Our liability to make ongoing Benefit payments.

#### Governing Law and Jurisdiction

This Policy shall be governed and construed in accordance with the laws of Australia. Any dispute under this Policy shall be resolved in accordance with the laws of Australia.

#### Headings

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

#### Legal Action

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) consecutive days after Our reasonable requirements in connection with a claim have been met. No such action shall be brought after the expiration of three (3) years after the date of the Injury or Sickness (as the case may be) loss or damage or the time the liability was incurred (as the case may be) giving rise to the claim.

#### Limit of Liability

The most We will pay in any one Period of Insurance under this Policy is shown in the Policy Schedule against "Aggregate Limit of Liability". We may also include an Aggregate Limit of Liability for specific Benefits or Events. If We include a specific Aggregate Limit of Liability for a Benefit or an Event, such limit will be shown in the Policy Schedule. The Aggregate Limit of Liability does not apply to the Personal Liability Benefit or the Medical and Medical Evacuation Expenses Benefit if they are included on the Policy. In the event the Aggregate Limit of Liability is reached, the amount can be reinstated with Our agreement and payment of the appropriate additional premium (plus any charges).

#### **Notice of Claim**

Written notice of claim must be given to AHI within thirty (30) consecutive days after the occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible. In addition to this, all claims must be reported to the Trustee within two hundred and seventy (270) days from the date of the Injury.

#### **Other Insurance**

In the event of a claim, the Insured Person must advise Us as to any Other Insurance they are entitled to claim under or have access to that covers the same risk or loss.

#### **Payments**

Unless otherwise stated, all Compensation shall be paid to the Insured Person, or in the case of the Insured Person's death, to the Insured Person's legal personal representative.

#### **Physical Examination and Autopsy**

In relation to a claim under this Policy where We do not agree with the opinion given by the Medical Practitioner, We have the right (at Our own expense) to conduct any medical examination or examinations of the Insured Person or in the event of death, arrange for an autopsy to be carried out. We may also at any time during a claim ask for further information or appoint a person to conduct further enquiries into the nature and circumstances of the claim.

If the Medical Practitioner (authorised by Us) forms an opinion that is contrary to the opinion of the initial Medical Practitioner, We will obtain an independent Medical Practitioner's opinion which will be the opinion used for the purposes of determining a claim.

#### Singular / Plural

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

#### Subrogation

 If We make any payments under the Policy to an Insured or an Insured Person, then, to the extent the Insured or Insured Person may have a cause of action for loss or damage against any third party in respect of the facts, matters and circumstances which gave rise to the payments being made under the Policy, then We have a right of subrogation and repayment including any claim for interest by way of an action which may be brought in the name of the Insured and/or Insured Person against such third party. Both the Insured and Insured Person must provide reasonable cooperation to Us in pursuing any such right.

- 2. If the Insured Person brings a claim for loss or damage in their own name against a third party in respect of the facts, matters and circumstances which gave rise to the payments being made under this Policy, then the Insured Person must include in their claim any payments which may be recoverable from the third party including a claim for interest (recoverable payments) and should the Insured Person recover damages against the third party either by way of settlement or judgment then the Insured Person must repay to Us out of any such damages the recoverable payments which the Insured Person received under this Policy. We will provide reasonable cooperation to the Insured Person and their legal advisers in bringing any such action.
- 3. If the Insured Person has at any time entered into or enters into a contract or agreement with another party that prevents the Insured Person's entitlement, and hence Our entitlement, to recover under Our right of subrogation then We may be entitled to rely on Section 54(2) of the Insurance Contracts Act to deny indemnity and to advise that no Compensation is payable by virtue of Section 54(2) of the Insurance Contracts Act.

#### Written Approval

If the Insured Person seeks to return to the Country of Expatriation from their Country of Domicile, it must be on the written approval of Our Medical Practitioner in consultation with the Insured Person's attending Medical Practitioner.

# AHI Standard Definitions

AHI uses a library of definitions which are common to all of Our products. The library of definitions applies to the Product Disclosure Statement, Policy Wording and Policy Schedule. The definitions apply only when capitalised in those specific documents.

Definitions which do not appear in an Insured's or Insured Person's Product Disclosure Statement, Policy Wording or Policy Schedule, are not applicable to those documents.

**ACCIDENT** means a sudden, external, unforeseeable and unexpected specific Event which occurs at a definable time and place.

**AGGREGATE LIMIT OF LIABILITY** means the most We will pay for all claims within a Period of Insurance.

**AHI** means Accident & Health International Underwriting Pty Ltd, ABN 26 053 335 952, AFS Licence No. 238261, of Level 4, 33 York Street, Sydney, New South Wales, 2000, Australia.

ALLIED HEALTH CARE PROVIDER means a legally licensed, registered and qualified health professional that performs diagnostic procedures, provides therapeutic service and patient care in a Hospital, private practice, in-home or community health facility who is not a Medical Practitioner and who is not the Insured Person and/or the Insured, or a Family member or Relative of the Insured and/or Insured Person. Allied Health Care Provider includes but is not limited to audiologists, chiropractors, dental hygienists, dietitians, exercise physiologists, medical technologists, occupational therapists, orthoptists, orthotists and prosthetists, osteopaths, pharmacists, podiatrists, psychologists, physical therapists, radiographers, respiratory therapists, speech / language pathologists, sonographers, and social workers.

**BENEFIT** means Compensation which We will pay to the Insured or Insured Person in the event that a specific set of circumstances are satisfied. Benefits are located under the Benefits heading in the Policy Wording.

**BENEFIT PERIOD** means the maximum period of time for which We will continue to pay a Benefit irrespective of whether claims are made under this Policy or another policy held by the Insured or Insured Person with Us, unless We have agreed to provide that cover over and above this Policy. If a Deferral Period applies to the Benefit, the Benefit Period for that Benefit begins at the end of the Deferral Period. The Benefit Period is shown in the Policy Schedule below the relevant Benefit.

**CHARTER FLIGHT** means an aircraft that is chartered for a specific trip(s) by the Insured or Insured Person to fly to and/or from declared take-off and landing facilities and where the flight is not part of an airline's regular scheduled flights for the general public.

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

**COMPENSATION** means the amount We will pay for a Benefit.

**DAILY BENEFIT** means the maximum amount We will pay for each elapsed period of twenty-four (24) consecutive hours.

**DEFERRAL PERIOD** means the continuous period of time shown in the Policy Schedule during which no Compensation is payable for a Benefit. The Deferral Period begins at the point in time that the Benefit would have been payable if there was no Deferral Period. The Deferral Period is shown in the Policy Schedule below the relevant Benefit.

**DEPENDENT CHILD or DEPENDENT CHILDREN** means an Insured Person's or their Partner's dependent child or children, including step or legally adopted child or children, as long as they are under nineteen (19) years of age, or under twenty-five (25) years of age while they are full-time students attending a legally accredited registered training organisation, institution of higher learning, and are primarily dependent upon the Insured Person for maintenance and support. Dependent Child or Dependent Children also includes any child or children of any age who are living permanently with the Insured Person who through a disability are totally incapable of self-support.

EFFECTIVE DATE OF COVER means the date the:

- Insured Person first becomes an Insured Person under this Policy and is shown in the Policy Schedule or subsequent endorsement as an Insured Person; and
- 2. Premium is paid or agreed to be paid by the Insured for the Insured Person.

**EXCESS** means the amount an Insured Person must contribute towards the cost of a claim under this Policy. Where an Excess applies it will be shown in the Policy Schedule and Our payments will be paid less the Excess amount. An Excess will reduce the amount We pay to the Insured or Insured Person for a claim for any one Event. Only one Excess applies to each separate Event for each Benefit of the Policy per Insured Person. An Excess can either be expressed as a monetary amount or a percentage of the loss.

**EXPENSE LIMITIATION** means the maximum percentage of an expense which We will reimburse in the event of a claim.

**EVENT** means a situation or series of situations that give rise to a claim.

**FAMILY** means the Insured Person, their Accompanying Partner and/or Dependent Children.

**FRANCHISE** means either a continuous period of time or a monetary amount as shown in the Policy Schedule that the Insured Person's has to exceed before any Benefit is paid under the Policy. Once the continuous period of time or the monetary amount has been exceeded any payment will be paid back to the beginning of the continuous period of time or when the first monetary amount was incurred under Franchise amount.

HOME NURSING EXPENSES means expenses incurred by an Insured Person after the Insured Person's Effective Date of Cover and during the Period of Insurance for the treatment of their Injury or Sickness for home nursing care, provided the care is considered necessary as evidenced by a written statement from a Medical Practitioner and such care is provided by a legally qualified and registered nurse who is not the Insured, the Insured Person, a Family member or Relative of the Insured and/or the Insured Person or an employee or director of the Insured.

#### **INCOME** means:

- If the Insured Person is an employee, the Insured Person's gross weekly rate of pay exclusive of overtime payments, bonuses, commissions and allowances averaged over the period of three hundred and sixtyfive (365) consecutive days prior to the date the disablement (with respect to which We have agreed to pay a claim under the Policy) commenced or over such shorter period that an Insured Person has been continuously employed prior to the date of disablement as certified by the Medical Practitioner; or
- 2. In the case of a self-employed person, the Insured Person's weekly pre-tax income derived from personal exertion, after deduction of all expenses necessarily incurred in connection with that income, averaged over the period of three hundred and sixty-five (365) consecutive days or over such shorter period that an Insured Person has been continuously self-employed prior to the date of disablement as certified by the Medical Practitioner.

If the Insured Person does not meet 1 or 2 above, then the Insured Person's Income shall be deemed to be nil.

**INCOME LIMITATION** means the maximum percentage of the Insured Person's Income which We will pay in the event of a claim.

**INCOME MULTIPLIER** means the maximum multiple of the Insured Person's annualised Income which We will pay in the event of a claim.

**INJURY** means a physical, sudden, unexpected, unusual specific event to the musculoskeletal system which occurs at a definable time and place. Injury does not include the consequences of any injury which are attributable to bodily degeneration, degradation or that which is ordinarily described as being in relation to or classified as a sickness, illness or disease.

The injury must occur during the period of insurance and all consequences of any such injury must manifest within twelve (12) months of the date upon which such injury is sustained.

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

**INSURED** means the named company, organisation or person listed as the Insured in the Policy Schedule with whom We enter into the Policy. They are the contracting party.

**INSURED PERSON** means any person stated by name, classification or meeting the criteria specified for an Insured Person in the Policy Schedule for the insurance cover selected by the Insured and with respect to whom a premium has been paid.

**INSURER** means:

Tokio Marine & Nichido Fire Insurance Co., Ltd, ABN 80 000 438 291 AFS Licence No.246548 (TMNF)

Level 3, 1 Chifley Square, SYDNEY NSW 2000

2.

Telephone:+61 2 9225 7500Website:www.tokiomarine.com.au

**LOSS** means items which are unrecoverable due to unforeseeable circumstances outside the control of the Insured or Insured Person.

**LOSS OF USE** means loss of, by physical severance, or total and Permanent loss of the effective use of a part of the body.

**MEDICAL PRACTITIONER** means a person legally qualified in medicine who is currently registered or licensed with the medical board of Australia or the respective medical board of the country in which they practice medicine as a general practitioner (doctor), physician, surgeon or specialist and who is not the Insured Person and/or the Insured, or a Family member or Relative of the Insured and/or Insured Person.

**MEDICARE GAP** means the difference between the payment made by Medicare and the Medicare Benefits Schedule fee for the expense.

**NON-MEDICARE MEDICAL EXPENSES** means expenses certified as necessary by a Medical Practitioner, incurred by the Insured Person up to three hundred and sixty-five (365) consecutive days from the date of the Injury, provided the expenses:

- are for private Hospital fees (including accommodation), dental services, ambulance or emergency transport services, orthotists services prescribed by a surgeon, or physiotherapy, chiropractic, osteopath, naturopath and massage services after referral by the treating Medical Practitioner;
  - are incurred as a direct result of an Injury covered by this Policy which occurs while the Insured Person is:
    - a. acting as a volunteer without payment, providing services to an educational, religious, charitable or benevolent organisation; or
    - b. acting as an official without payment at, or otherwise assisting in, the conduct of a

volunteer activity for an educational, religious, charitable or benevolent organisation; or

- c. acting in his or her capacity, without payment, as an elected or appointed official of an educational, religious, charitable or benevolent organisation; or
- engaged in a sporting activity (in the capacity of a participant, adjudicator, judge, referee or umpire or in a similar capacity); or
- e. acting as an official at, or otherwise assisting in the conduct of, a sporting activity; or
- f. acting in his or her capacity as an elected or appointed official of a sporting organisation; or
- g. is travelling to or from any of the activities listed above.
- are incurred during the period that the Insured Person is certified by a Medical Practitioner as suffering Temporary Total Disablement.
- 4. do not include expenses:
  - a. payable in respect of the Medicare Gap;
  - b. that are not incurred as a direct result of the Injury or are not certified as necessary by a Medical Practitioner in the recovery from the Injury;
  - c. for the prevention of future Injury(ies);
  - d. recoverable from any private health insurance fund, ambulance service or from any other source; and
  - e. that We are prohibited from paying by either the Private Health Insurance Act 2007 (Cth) or the Health Insurance Act 1973 (Cth) or any similar legislation.

**NON-SCHEDULED FLIGHT** means a flight(s) in an aircraft that flies over normal air-routes but does not follow set timetables and the take-offs and/or landings are on recognised airfields or airports or similar facilities.

**NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM** means Terrorism involving the use of fusion, fission, radiation, biological or chemical weapons.

**OCCURRENCE** means an Event which results in bodily Injury or property damage, neither expected nor intended from the Insured Person's standpoint.

**OTHER INSURANCE** means in the event of a claim, the Insured or an Insured Person must advise Us as to the existence of any other insurance they are entitled to claim under or have access to that covers the same Events or loss.

**PARAPLEGIA** means Permanent, total and entire paralysis of both legs and part or whole of the lower half of the body.

**PARTNER** means an Insured Person's wife or husband including de-facto or life partner who has continuously cohabited with the Insured Person for a period of ninety (90) consecutive days or more at the time of the Event.

**PERIOD OF INSURANCE** means the period of time after the Inception Date and before the Expiry Date shown in the Policy Schedule.

**PERMANENT** (in relation to disablement) means lasting at least three hundred and sixty-five (365) consecutive days and at the end of that time as certified by a Medical Practitioner as being beyond hope of improvement.

**POLICY** means this Product Disclosure Statement (PDS), the policy wording, current Policy Schedule and any other documents We may issue to the Insured that We advise will form part of the Policy. Other documents can consist of endorsements and/or Supplementary Product Disclosure Statements (SPDS's).

**POLICY SCHEDULE** means any current, subsequent, renewal or variation schedule listing the Benefits and limits that forms part of the Policy issued by Us to the Insured.

#### PRE-EXISTING CONDITION means:

- in respect of Injury, is a condition of which the Insured Person was aware (whether diagnosed or not) or has sought treatment prior to the inception of the Insured Person's Effective Date of Cover under this Policy.
- 2. in respect of Sickness:
  - a. is a condition or side-effect of which the Insured Person was aware (whether diagnosed or not) or has sought treatment prior to the Insured Person's Effective Date of Cover under this Policy. If any form of cancer is a Pre-Existing Condition, then there is no cover for cancer or cancer-related conditions; or
    - b. is a condition caused by a Pre-Existing Condition.

Any medical condition that an Insured Person has suffered from or been treated for, irrespective of whether a complete recovery has occurred, is still treated as a Pre-Existing Condition.

**PROFESSIONAL SPORTS** means any sport for which an Insured Person receives an allowance, sponsorship, appearance fee or monetary payment as a result of the Insured Persons' participation, which accounts for more than fifteen (15%) percent of the Insured Persons' annual Income from all sources.

**QUADRIPLEGIA** means Permanent, total and entire paralysis of both arms and both legs.

**RELATIVE** means the Insured Person's Family, parent, parentin-law, grandparent, step-parent, grandchild, brother, brother-inlaw, sister, sister-in-law, daughter-in-law, son-in-law, fiancé, fiancée, half-brother, half-sister, aunty, uncle, niece or nephew.

**SCOPE OF COVER** means the operative time within the Period of Insurance that the cover under this Policy applies as shown in the Policy Schedule.

**SUM INSURED** means the maximum amount of Compensation We will pay under a Benefit for any one Insured Person, for any one Event.

**TEMPORARY PARTIAL DISABLEMENT** means where in the opinion of a Medical Practitioner:

- if the Insured Person continues to be employed by the Insured, the Insured Person is temporarily unable to engage in a substantial part of their usual occupation or business duties resulting in more than a 25% loss of Income earned prior to the relevant Injury; or
- 2. if the Insured Person ceases to be employed by the Insured, the Insured Person is temporarily unable to engage in at least 25% of any occupation for which they may be suited by way of their education, training or experience.

In both instances the Insured Person must be under the regular care of and acting in accordance with the instructions or advice of a Medical Practitioner.

**TEMPORARY TOTAL DISABLEMENT** means where in the opinion of a Medical Practitioner:

- 1. if the Insured Person continues to be employed by the Insured, the Insured Person is temporarily unable to engage in any aspect of their usual occupation or any of their business duties; or
- 2. if the Insured Person ceases to be employed by the Insured, the Insured Person is temporarily unable to engage in any occupation for which they may be suited by way of their education, training or experience.

In both instances the Insured Person must be under the regular care of, and acting in accordance with the instructions or advice of a Medical Practitioner.

**TERRORISM** means any act, preparation in respect of action or threat of action, designed to:

- influence a government or any political division within it for any purpose; and/or
- 2. intimidate or influence the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

**TOTAL DISABLEMENT** means disablement which entirely and continuously prevents the Insured Person from engaging in the Insured Person's usual occupation or employment, or any other occupation or employment for which the Insured Person is suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of the Insured Person's life.

**WAR** (whether war is declared or not) means a state of armed conflict between different countries, different groups or factions within a country, Nuclear, Biological or Chemical Terrorism, invasion, acts of foreign enemies, hostilities, or war-like operations or Civil War.

WE/OUR/US/TMNF means the Insurer.



# To find out how AHI can help you protect what matters most, please get in touch.

Sydney Melbourne Brisbane Perth

### <u>1800 618 7</u>00

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