

## Contact details

All Risk Protection Pty Ltd

Telephone 02 9592 4244

Mobile 0412 262 858

For all enquires please call  
All Risk Protection Pty Ltd  
in the first instance.



**AFA**  
INSURANCE

**AFA**  
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### Disclaimer

All information in this PDS is current at the time of issue. We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can obtain a paper copy free of charge by calling Us).

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

PRODUCT DISCLOSURE STATEMENT

# RAIL & BUS NATIONAL TRANSPORT PERSONAL ACCIDENT AND SICKNESS INSURANCE

PREPARATION DATE: 30 NOVEMBER 2019  
EFFECTIVE DATE: 1 JANUARY 2020

# Part A: About this Personal Accident and Sickness Insurance

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## About AFA

AFA Pty Ltd (ABN 83 067 084 333) AFS Licence No. 247122 is an underwriting agency specialising in the design and marketing of Accident & Health insurance products. AFA has been provided with a binding authority by the insurer authorising it to enter into, vary and cancel this insurance as well as settle any claims on behalf of the insurer as if it were the insurer.

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

## About the Insurer

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

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

## Contact Details

### AFA Pty Ltd

PO Box R1852, Royal Exchange, NSW 1225

Telephone 02 9259 8222

Facsimile 02 9259 8200

www.afainsurance.com

### Zurich Australian Insurance Limited

PO Box 677 North Sydney NSW 2059

Client Enquiries Telephone: 132 687

www.zurich.com.au

## About this Product Disclosure Statement

This Product Disclosure Statement (PDS) is prepared by AFA with the assistance and consent of the insurer who is responsible for it. It (and other documents We tell You form part of Your Policy) sets out the terms and conditions applying to the 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.

### 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 Part A: 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

Certain words used in the Policy have special meanings which are defined in Part C: Words with Special Meanings. 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 Provided

The following covers only apply if specified as applicable in Your Policy Certificate. This section provides a summary only. See Part B: Your Cover, which starts on page 14, 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 during the Period of Insurance and this Injury solely and directly results in You becoming Totally 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 Certificate; or
  - » in any other case, the lesser of 85% (or a greater percentage if shown on Your Policy Certificate) of Your Pre Disability Earnings and the Weekly Injury Benefit shown on Your Policy Certificate; 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 – 25% of the Weekly Injury Benefit amount that was paid to You for the Total Disability Benefit

for the period You are Totally or Partially Disabled up to the Maximum Benefit Period shown on Your Policy Certificate.

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 first occurs or manifests itself during the Period of Insurance and results in You becoming Totally Disabled within 12 calendar months of the date on which the Sickness first occurs or manifests itself, 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 Certificate; or
- in any other case, the lesser of 85% (or a greater percentage if shown on Your Policy Certificate) of Your Pre Disability Earnings and the Weekly Sickness Benefit shown on Your Policy Certificate

for the period You are Totally Disabled up to the Maximum Benefit Period shown on Your Policy Certificate.

For the purposes of this benefit the date the Sickness “first occurs or manifests itself” is the earliest of:

- the date Your Medical Practitioner reasonably diagnoses as the most likely date the Sickness or symptoms of the Sickness first occurred or manifested, whichever is the earlier;
- the date Our Medical Practitioner reasonably diagnoses as the most likely date the Sickness or symptoms of the Sickness first occurred or manifested, whichever is the earlier;
- the date You first became aware of the Sickness or symptoms of the Sickness, whichever is the earlier;
- the date a reasonable person in the circumstances would have been aware of the Sickness or symptoms of the Sickness, whichever is the earlier;
- the date You first received medical treatment for the Sickness or symptoms of the Sickness, whichever is the earlier; and
- the date the Sickness or symptoms of the Sickness were first diagnosed by a Medical Practitioner, whichever is the earlier.

No cover is provided for Partial Disablement that occurs as a result of a Sickness.

### Waiting Period

A Waiting Period applies to both the Weekly Injury Benefit and Weekly Sickness Benefit. The Waiting Period is stated on Your Policy Certificate. Any weekly benefit You are entitled to will not commence until the Waiting Period has expired. No benefit payment is made for or during the Waiting Period.

Subject to the eligibility criteria, You may be able to select Your Waiting Period which will be shown on Your Policy Certificate.

### SECTION 2 — CAPITAL BENEFIT COVER

Subject to the eligibility criteria, You may be able 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 21) which are stated as covered in Your Policy Certificate,

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.

## 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 Certificate 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 Waiting Period has expired. No amount is payable for or during the Waiting 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 Part B and in some cases in the Policy Certificate or an endorsement issued by Us.

### ELIGIBILITY CRITERIA

To apply for cover, or to renew this insurance, You must be a legal resident who is physically residing in Australia, be legally working in the occupation shown in Your Policy Certificate and must be within the age limits at the date of the first entering into or on any renewal of this insurance (as applicable) unless We agree otherwise.

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 Part C: Words with Special Meanings on page 29).

### 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 Certificate, 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 Certificate;
- the date Your Policy is cancelled by You or Us;
- the date You change Your occupation to one which We do not insure (please refer to clause 4.2 on page 24);
- 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 Waiting Period will usually reduce the premium. Conversely, a longer Maximum Benefit Period or shorter Waiting 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.

If You pay Your premium by monthly instalments, this may increase the total amount of the premium that You must pay.

If Your premium is payable in monthly instalments, You must continue to pay the instalments to maintain cover. If You pay by instalments each year and You fail to pay an instalment on time then, if the instalment remains unpaid for at least 14 days, We may refuse to pay any claim that arises after the unpaid instalment was due and if an instalment remains unpaid, We may cancel Your Policy by giving You notice of cancellation.

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 must pay will be shown on Your Policy Certificate.

### 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 Certificate 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 Certificate 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 DUTY OF DISCLOSURE

Before You enter into an insurance contract, You have a duty of disclosure under the *Insurance Contracts Act 1984*.

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You.

### If You do not tell Us something

If You do not tell Us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## YOUR COOLING OFF PERIOD

If You enter into the Policy with Us, We will issue You with a Policy Certificate. The Policy Certificate 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 24.

## 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.

## DIRECT DEBIT REQUEST SERVICE AGREEMENT

This clause sets out the terms of the Direct Debit Request Service Agreement You enter into if You buy the Policy and agree to pay Your premiums by direct debit. It is issued by AFA Pty Ltd (User ID 056037). Together with the Direct Debit Request, it contains the terms and conditions on which You authorise AFA to debit money from Your account.

### Our commitment to You

AFA will give You at least 14 days notice in writing if there are changes to the terms of the debit arrangements.

Except where necessary to debit Your account, AFA will not disclose any details of Your Direct Debit Request to any person or corporation unless required to do so by law or the information is required in relation to a disputed debit.

Where a direct debit falls due on a weekend or a public holiday AFA will process it on the next business day. If You are uncertain as to when a direct debit will be processed to Your account, You should ask Your financial institution.

### Your commitment to Us

It is Your responsibility to:

- ensure Your nominated account can accept direct debits;
- ensure that sufficient cleared funds are available in the nominated account to meet each direct debit on its due date;
- advise Us in writing if the nominated account is transferred or closed, or the account details change;
- arrange an alternative payment method acceptable to AFA if the debit arrangement is cancelled or the nominated account is transferred or closed; and
- ensure that all account holders on the nominated account sign the Direct Debit Request.

## Your rights

You may defer or alter Your direct debit arrangements, stop a debit or cancel Your Direct Debit Request at any time by providing at least ten business days notice in writing to Us at:

AFA Pty Ltd PO Box R1852  
Royal Exchange NSW 1225

All requests for stops or cancellations may be directed to Us or to Your financial institution. If You wish to dispute a direct debit transaction, You should first contact AFA Customer Service on (02) 9259 8222, who will arrange for Your complaint to be investigated and a correction made where appropriate. If You are not satisfied with the response, please write to Us. Your letter should be marked "Notice of Complaint" and addressed to:

AFA Pty Ltd PO Box R1852  
Royal Exchange NSW 1225

AFA has formal procedures for dealing with complaints and will respond within 15 days of receiving Your letter. You may also contact Your financial institution with any claim.

## Other information

If a debit is dishonoured by Your financial institution, AFA reserves the right to cancel Your debit arrangement and arrange an alternative payment method with You. We may charge You a fee and Your financial institution may also charge You a fee.

You should be aware that direct debit transactions may not be available on all accounts. It is Your responsibility to check Your account details against a recent statement from Your financial institution. If You are uncertain, You should check with Your financial institution before completing the Direct Debit Request.

You should direct all enquiries about Your direct debit to AFA Customer Service on (02) 9259 8222.

## 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, insurers, reinsurers, Our banking gateway providers and credit card transactions processors, Our service providers, Our business partners, health practitioners, Your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain Your details from relevant third parties, including those listed above. Before giving Us information about another person, please give them a copy of this document. Laws authorising or requiring Us to collect information include the *Insurance Contracts Act 1984*, *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*, *Corporations Act 2001*, *Autonomous Sanctions Act 2011*, *A New Tax System (Goods and Services Tax) Act 1999* and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at [www.zurich.com.au](http://www.zurich.com.au) or by telephoning us on 132 687 and AFA's privacy policy, available at <https://www.afainsurance.com> or by telephoning 1300 728 997, provides further information and lists service providers, business partners and countries in which recipients of Your details are likely to be located. They also set out how We handle complaints and how You can access or correct Your details or make a complaint.

## General Insurance Code of Practice

Zurich is a signatory to the General Insurance Code of Practice ('Code') and AFA also proudly supports the Code.

The Code, which is written in plain English, sets out the standards that general insurers must meet when providing services to their customers, such as being open, fair and honest.

It also sets out timeframes for insurers to respond to claims, complaints and requests for information from customers.

The Code covers many aspects of a customer's relationship with their insurer, from buying insurance to making a claim, to providing options to those experiencing financial hardship, to the process for those who wish to make a complaint.

A copy of the General Insurance Code of Practice can be found at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## Complaints and Disputes Resolution Process

If You have a complaint about this insurance product or You are dissatisfied with Our service in any way contact Us and We will attempt to resolve the matter in accordance with Our internal dispute resolution procedures. To request a copy of Our procedures, use Our contact details above.

We will respond to Your complaint within 15 working days. If You are not satisfied with Our response, You may have the matter reviewed through Our internal dispute resolution process, which is free of charge.

If You are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, You may refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to You.

Their contact details are:

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

To obtain a copy of Our procedures or if more information is required please contact AFA.

## Financial Claims Scheme

Zurich is an insurance company authorised under the *Insurance Act 1973 (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 <http://www.fcs.gov.au>.

## Updating this PDS

All information in this PDS is current at the time of issue. We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can obtain a paper copy free of charge by calling Us).

# Part B: Your Cover

## Section 1 — Injury and Sickness Cover

Your Policy Certificate 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 during the Period of Insurance and this Injury solely and directly results in You becoming Totally Disabled:

- within 12 calendar months of the Injury Date; and
- for a continuous period that is longer than the Waiting 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 shown on Your Policy Certificate; or
- in any other case the lesser of:
  - » 85% (or a greater percentage if shown on Your Policy Certificate) of Your Pre Disability Earnings shown on Your Policy Certificate; and
  - » the Weekly Injury Benefit amount shown on Your Policy Certificate

for the period You are Totally Disabled up to the Maximum Benefit Period shown on Your Policy Certificate.

No payment is made for the Waiting 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 Our opinion 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.

#### Partial Disability Benefit

If You are Partially Disabled then We will pay You 25% of the Weekly Injury Benefit amount that was paid to You for the Total Disability Benefit 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.

We will not pay You a Partial Disability Benefit if You are capable of returning to work in any occupation, profession or business which You are in Our opinion qualified to perform (based on Your education, training or experience) on a full time, part time or any other basis, but You do not do so for any reason.

### 1.2 WEEKLY SICKNESS BENEFIT

#### Total Disability Benefit

If You suffer a Sickness that first occurs or manifests itself during the Period of Insurance and this Sickness results in You becoming Totally Disabled:

- within 12 calendar months of the first occurrence or manifestation of the Sickness; and
- for a continuous period that is longer than the Waiting 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 Certificate; or
- in any other case, the lesser of:
  - » 85% (or a greater percentage if shown on Your Policy Certificate) of Your Pre Disability Earnings shown on Your Policy Certificate; and
  - » the Weekly Sickness Benefit amount shown on Your Policy Certificate

for the period You are Totally Disabled up to the Maximum Benefit Period shown on Your Policy Certificate.

For the purposes of clause 1.2 the date the Sickness “first occurs or manifests itself” is the earliest of:

- the date Your Medical Practitioner reasonably diagnoses as the most likely date the Sickness, or symptoms of the Sickness first occurred or manifested, whichever is the earlier;
- the date Our Medical Practitioner reasonably diagnoses as the most likely date the Sickness or symptoms of the Sickness first occurred or manifested, whichever is the earlier;
- the date You first became aware of the Sickness or symptoms of the Sickness, whichever is the earlier;
- the date a reasonable person in the circumstances would have been aware of the Sickness or symptoms of the Sickness, whichever is the earlier;
- the date You first received medical treatment for the Sickness or symptoms of the Sickness, whichever is the earlier; and
- the date the Sickness or symptoms of the Sickness, were first diagnosed by a Medical Practitioner, whichever is the earlier.

No payment is made for the Waiting 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 Our opinion 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.

### 1.3 WAITING PERIOD

A Waiting Period applies to both the Weekly Injury Benefit and Weekly Sickness Benefit. We will not pay You any benefit for or during the Waiting Period. We start paying the relevant benefit from the end of the Waiting Period.

Subject to the eligibility criteria, You may be able to select Your Waiting Period which will be shown on Your Policy Certificate.

### 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 Certificate 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 Certificate.

If the Waiting Period has already been served in respect of the Weekly Injury Benefit or the Weekly Sickness Benefit (whichever is relevant) then no further Waiting 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 must begin 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

If You receive or are entitled to receive:

- periodical payments such as Centrelink or insurance payments of any kind for the same Injury or Sickness; or
- wages, salary, (excluding sick leave) or income from any other source,

then if the amount You receive or are entitled to receive from the other source is a:

- periodical payment, We will deduct the periodical payment from any weekly benefit amount We pay referable to the same period (but not below zero); or
- wage, salary, or income from any other source, We will deduct the wage, salary or income from any other source from any weekly benefit amount We pay referable to the same period (but not below zero).

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 paid must 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 must 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 suffer an Injury during the Period of Insurance which solely causes You to be exposed to the weather, We will also treat any additional bodily injury You suffer during the Period of Insurance solely because of that exposure as an Injury for the purposes of Your Policy.

## 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 Waiting Period as stated on Your Policy Certificate) 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 or tibia	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	
Loss of teeth resulting in prosthetic replacement	12 weeks
Damage to 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 Certificate 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.

## Section 2 — Capital Benefit Cover

This Benefit only applies if Your Policy Certificate 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 Certificate 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 21 as a percentage of the Capital Sum Insured specified in Your Policy Certificate.

Your Policy Certificate 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 21 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 during the Period of Insurance resulting in Capital Conditions shown on Your Policy Certificate. 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 \$10,000 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, a percentage will be determined by the opinion of not less than three (3) Medical Practitioners. The first shall be Your treating Medical Practitioner and the other two shall be appointed by Us. If there is disagreement between the Medical Practitioners, then the percentage of compensation payable shall be taken as the average of the three opinions. The maximum compensation payable for Unspecified Permanent Disablement is 75% of the Capital Benefit cover stated in the Policy Certificate.

### ACCOMMODATION EXPENSES

If you reasonably needs to be admitted as an in-patient of a hospital which is more than 200 kilometres from Your home, We will pay the reasonable 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.

### CAPITAL CONDITIONS TABLE

No	Capital Conditions	Capital Benefit *
1	Death	100%
2	Permanent Total Disablement	100%
3	Paralysis	100%
4	Permanent Total Loss of sight of both eyes	100%
5	Permanent Total Loss of sight of one eye	100%
6	Permanent Total Loss of two Limbs	100%
7	Permanent Total Loss of one Limb	100%
8	Permanent unsound mind to extent of legal incapacity	100%
9	Permanent Total Loss of hearing in both ears	100%
10	Permanent Loss of the lens of both eyes	100%
11	Permanent Total Loss of hearing in one ear	30%
12	Permanent Loss of the lens of one eye	60%
13	Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more that 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	Permanent Total Loss of four fingers and the thumb of either hand	80%
16	Permanent Total Loss of four fingers of either hand	40%
17	Permanent Total Loss of one thumb of either hand: a) both joints b) one joint	40% 25%
18	Permanent Total Loss of each finger of either hand: a) three joints b) two joints c) one joint	15% 10% 5%
19	Permanent Total Loss of toes of either foot: a) all - one foot b) great - both joints c) great - one joint d) other than great, each toe	15% 5% 3% 1%
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 Certificate

## Section 3 — Exclusions

**3.1** No compensation or benefit is payable under the Policy for any event caused by, arising out of, or in any way related to or connected with:

- (a) declared or undeclared War or Civil Hostilities;
- (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) Your own criminal act;
- (e) You being under the influence of intoxicating liquor, where in the opinion of the Medical Practitioner excessive alcohol consumption has caused or contributed to the claim 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;
- (f) any infection or complications from Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC);
- (g) alcoholism or illicit drug use;
- (h) participating in, or training for, any professional sport;
- (i) participating in motor sports of any kind including practice or time trials;
- (j) flying, parachuting, hang gliding, or any other aerial activity except as a fare paying passenger on an airline with scheduled flights;
- (k) suicide or attempted suicide; intentional self-injury or attempted intentional self-injury;
- (l) any Pre Existing Condition;
- (m) delay or consequential loss of any description;
- (n) any other exclusion set out in Your Policy Certificate.

**3.2** We will not pay any benefits under Section 1 or Section 3 of this Insurance after You die.

**3.3** We will not pay any benefit that would result in Us contravening the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth)* or the *National Health Act 1953 (Cth)*.

- 3.4** 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 resident in Australia or were not legally entitled to work in the occupation shown on Your Policy Certificate or any other eligible occupation for which We have agreed to cover You.
- 3.5** 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 directly or indirectly arising from, traceable to or accelerated by:
- 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.

## Section 4 — General Conditions

### YOUR CONTACT DETAILS

- 4.1** 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

- 4.2** Cover is provided for You on the basis that You continue in the occupation shown on Your Policy Certificate. If You change Your occupation, You must notify Us and cover is only continued if We confirm that cover continues for You in Your new occupation. If You are covered in Your new occupation, it may be on different terms.

- 4.3** 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 represents a greater risk than the one for which You were previously insured, You may have to pay an additional premium which reflects the additional risk.

### NOTICES

- 4.4** 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

- 4.5** 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 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 Certificate will show how the premium is split between the different covers.
- 4.6** 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

- 4.7** Cover under the Policy only starts if You pay the premium. If Your premium is payable by monthly instalments You must pay the instalments when due to keep the Policy in force.
- 4.8** We may cancel the Policy by giving notice if any instalment of premium has remained unpaid.
- 4.9** If an instalment remains unpaid for at least 14 days, We may refuse to pay any claim that arises after the unpaid instalment was due.
- 4.10** We may deduct from any claim amount or benefit payment, any unpaid premium or instalment of premium.

## CANCELLATION RIGHTS

### Cancellation by You

- 4.11** You may cancel Your Policy at any time by notifying Us in writing.
- 4.12** The cancellation will take effect from the later of the date of Your or Your insurance broker's or adviser's written notice or at 4pm AEST on the date We receive Your written cancellation.

### Cancellation by Us

- 4.13** We may also avoid or cancel the Policy when We are legally entitled to do so.
- 4.14** If the Policy is cancelled by Us We will provide You written notice to Your insurance broker or adviser. The cancellation will be effective from 4pm AEST on the date specified in that written notice.

## Sanctions Regulation

- 4.15** 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.

## Section 5 — Claiming a Benefit

### NOTIFICATION

- 5.1** We must be notified as soon as possible after You sustain an Injury or a Sickness which may give rise to a claim under the Policy. We may reduce the amount of a benefit, or may refuse to pay the claim to the extent that We are prejudiced by late notification of the claim.

### CLAIM PROCEDURES

- 5.2** When You notify Us of a potential claim, We will send You claim forms which must be completed and returned to Us within 30 days.
- 5.3** A medical certification will be required by Your Medical Practitioner in the format We provide to You so Your claim can be assessed. You must meet the cost of these medical certifications.
- 5.4** For weekly benefits, ongoing medical certifications will be required. You must meet the cost of these medical certifications.
- 5.5** 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

- 5.6** 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, details of income or periodic payments You received from other sources except where We have insured You on an Agreed Value basis. We may require verification of this information by way of a financial audit;
  - details of any other insurance covering the same, or similar, condition for which You are making the claim;

## YOUR CO-OPERATION

**5.7** 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 must therefore co-operate with Us and comply with Our reasonable requests in assessing the claim.

## SUBROGATION

**5.8** We are entitled to commence or take over legal proceedings in Your name for the defence or settlement of any claim under the Policy or to sue or prosecute any other person to recover any monies payable by them at law. You must not take any action to prejudice any such right of recovery and must co-operate and do all things necessary to enable the recovery action to be prosecuted. This includes providing any statements, documents or assistance We require, including the giving of evidence in court.

# Part C: Words with Special Meanings

In Your Policy some words have a special meaning (whether expressed in the singular or the plural) and We define them below:

**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.

**Injury** means a bodily injury resulting solely and directly 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:

- 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 a reasonable 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.

**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 Certificate.

**Permanent Total Disablement** means Total Disablement which continues for 12 consecutive calendar months and at the expiry of that time in Our opinion is beyond hope of improvement 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 Certificate and any other documents We state form part of the terms and conditions of Our contract with You.

**Policy Certificate** means the relevant certificate We issue, including any endorsements, 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 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 Certificate 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 Certificate) averaged over the 12 months (or any shorter period that You have been engaged in Your occupation as shown on Your Policy Certificate) prior to the Injury or Sickness (if applicable) which caused Your Total Disability.

**Pre Existing Condition** means a sickness, illness, disease, injury, condition, (including any side-effects or symptoms of such a sickness, illness, disease, injury or condition) of which You were aware or of which a reasonable person in the circumstances could be expected to have been aware, or for which You have received or sought medical attention or treatment or for which You have undergone testing prior to the commencement of the Period of Insurance. Pre existing conditions specifically include congenital or degenerative conditions for which You have been diagnosed or were aware or of which a reasonable person in the circumstances could be expected to have been aware prior to the commencement of the Period of Insurance regardless as to whether You were at that time, or subsequently, being treated for them.

**Sickness** means an illness, sickness or disease that is not an Injury 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, congenital or degenerative condition) which existed prior to the Period of Insurance.

**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.

**Waiting Period** means the period of time during which We will not pay any benefit under the Policy as set out in Your Policy Certificate.

**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 Australia Insurance Limited.

**You, Your or Yours** means the Insured Person named in the Policy Certificate.